STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 2 (REV. 11/70)

APPROVED BY THE ATTORNEY GENERAL

BK

Yolo County AGreement No. 80-151

THIS AGREEMENT, made and entered into this 1st day of July, 1972, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

☐ CONTRACTOR
☐ STATE AUDITOR
☐ DEPT. OF GENERAL SERVICES
☐ CONTROLLER

2880

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Chief, Staff Services Br. | Department of Social Services | 19410 |

hereinafter called the State, and

Yolo County

hereinafter called the Contractor.

FILED

OCT 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans, specifications, and any exhibits to be incorporated.)

The Department of Social Services hereinafter referred to as DSS and the County of Yolo, hereinafter referred to as County, enter into this Agreement, pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the county as the entity responsible for performing licensing functions for DSS with respect to specified types of community care facilities which are located within the geographical area of the county.

1. The County shall:

A. Perform the mandatory mimimum licensing functions described in Attch. 1, which is attached hereto and incorporated in this contract as though it were fully set forth herein, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility categories:

APPROVED

Kenna Maddy

Department of Finance

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: Department of Social Services | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County |
| BY (AUTHORIZED SIGNATURE): David A. Mullins | BY (AUTHORIZED SIGNATURE): Dwight J. Thompson |
| TITLE: | TITLE: CHAIRMAN, BOARD OF SUPERVISORS |
| CONTINUED ON ___ SHEETS EACH BEARING NAME OF CONTRACTOR | ADDRESS: P.O. Box 1098, Woodland, California 95695 |

Department of General Services Use ONLY

Department of General Services

APPROVED

OCT 3 1980

ORIGINAL SIGNED BY ERLE J. VOLAT

BY

Chief Counsel

| | |
|---|---|
| AMOUNT ENCUMBERED | $58,037.00 |
| UNENCUMBERED BALANCE | $ |
| ADJ. INCREASING ENCUMBRANCE | $ |
| ADJ. DECREASING ENCUMBRANCE | $ |
| APPROPRIATION | FUND: General |
| ITEM | 287-A. |
| CHAPTER | 259 |
| STATUTE | 1977 |
| FISCAL YEAR | 77-78 |
| FUNCTION | |
| LINE ITEM ALLOTMENT | 02. 999-300700 |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Rose Mattson — DATE: 6-6-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section ___ have been complied with and this document is exempt from review by the Department of General Services.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

| | FIS CODE |
|---|---|
| Foster Family Home | 711 |
| Small Family Home Adults | 715 |
| Large Family Home Children | 720 |
| Large Family Home Adults | 725 |
| Family Day Care | 810 |

B. Implement, enforce, and comply with all laws, rules, regulations, standards, and policies of DSS pertaining to the licensing of the categories of facilities specified in paragraph IA.

C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs IA and IB.

D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs IA, IB and IC.

E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs IA, IB and IC.

F. Permit DSS to inspect, review or otherwise monitor all activities procedures, records, reports or forms related to the performance of the duties described in paragraphs IA, IB and IC.

G. Communicate and cooperate with DSS District Offices, as necessary, to implement and enforce the requirements, in IA, IB, and IC above, for a licensee who operates separate state-licensed and county-licensed facilities and/or a licensee, currently licensed by the County, who is applying for a state-licensed facility category. Communication includes, but is not limited to, consultation with DSS staff and DSS access to County licensing records.

II. DSS shall:

A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the County described in paragraphs IA, IB and IC.

B. Assist the County in training the staff described in paragraph IE.

C. Reimburse the County for the administrative expenditures incurred in the performance of the duties described in paragraph IA. Reimbursement shall be made, in arrears, at the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1979 through June 30, 1980, the total amount payable to the county under this contract shall not exceed $58,037.00.

In executing this Agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 287 of the Budget Act of 1979. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services.

D. Retain the right to perform any or all of the duties described in paragraph IA with respect to any community care facility in which the safety, physical or mental health or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

III. General Provisions

A. This contract shall be effective July 1, 1979 and shall terminate June 30, 1980. However, should the County desire not to continue its licensing activities with respect to all or part of the community care facilities licensing categories specified in Paragraph IA for an additional year, it shall notify DSS in writing of its intent at least 90 days prior to June 30, 1979. If the County determines that it does not desire to continue its licensing activities with respect to all or part of the community care facilities licensing categories specified in Paragraph IA at any time during the last 90 days of the term of this agreement DSS, at its option, may extend the provisions of this agreement 90 days after the County notifies DSS in writing of its intention. In the event that this contract is extended pursuant to this paragraph, reimbursement of county administrative expenditures shall be limited to one three hundred and sixty-fifth (1/365) of the amount specified in paragraph IIC for each day of the extension.

B. It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform and provisions of this Agreement.

C. In order to avoid any conflict of interest, it is mutually agreed that DSS will perform all licensing activities for any facility specified in Paragraph IA which is owned wholly or in part by the county or by:

- All employees of the county probation department.

- All county welfare department employees in units responsible for licensing of community care facilities, placement of children or adults in community care facilites, protective services to children or adults in community care facilities, or social service casework to children or adults in community care facilities.

- Any individual employees of other county departments who personally perform social services casework or placement services for children or adults in community care facilities.

- Any other county employee/licensee who will be involved in an adjudicated adverse action (suspension, revocation, or denial of licensure which will be contested), against the license of such employee/licensee.

- All elected or appointed county executives, including members of the Board of Supervisors and department heads.

- Any county employee whose status as a licensee results in a recommendation, by the county counsel, to the State Department of Social Services, that a conflict of interest may exist and whose status is found by the State Department of Social Services, Client Protection Services Branch (CPSB), to result in a conflict of interest.

Cases determined to be in conflict of interest in this interpretation should be transferred to the appropriate District Office on the following schedule:

- All cases being transferred due to an adjudicated adverse action against a county employee should be transferred at the time a Statement of Facts is submitted to, and approved by, the Client Protection Services Branch (CPSB) of the State Department of Social Services' Community Care Licensing Division. All case files should be available for transfer at that time. The CPSB consultant will take custody of the files and take responsibility for transferring them to the District Office. The county will be responsible for testifying at any subsequent hearing before the Office of Administrative Hearings and should retain duplicates of such records which will ensure their ability to provide accurate testimony.

- All conflict of interest cases, other than those involving an adjudicated adverse action, should be transferred at license renewal time. Exceptions indicating a need for earlier transfer of cases should be brought to the attention of your CPSB consultant for a case by case decision by Community Care Licensing Division headquarters staff.

D. In the event that licensing activities with respect to facilities specified in paragraph 1A are transferred to the county as a result of this Agreement or to DSS as a result of a termination of this Agreement, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity. In addition, the party losing the licensing activity shall provide reasonable assistance to the party assuming the licensing activity in completing applications, investigations, and legal actions initiated prior to the transfer.

E. The reverse side of the Standard Agreement (STD. 2) is made part of this contract by reference.

F. The Fair Employment Practices/Civil Rights Addendum attached hereto as Attachment II is amade a part of this contract by Reference.

G. Notwithstanding paragraph 2 of the reverse side of Std. 2 of this Agreement, the parties agree that this Agreement is entered into pursuant to the authority of the California Community Care Facilities Act and specifically Health and Safety Code 1511; that the County performs its duties hereunder as an agent of the State; and that any matter involving the responsibilities of the respective parties hereto shall be determined in accordance with the provisions of said Act, where applicable.

INITIALED

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CO.5:17

This is to certify that this contract has been reviewed and meets requirements of the Department.

APPROVED DATE 9/10/80

Attachment I

# COMMUNITY CARE MANDITORY PROGRAM ACTIVITIES

## 1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.

2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:

   a. The law and regulations governing the licensing of community care facilities;

   b. The application process;

   c. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and

   d. The rights and responsibilities of the applicant.

3. The in-office screening of applicants.

## 2. APPLICATION

1. The provision of applications, forms, and program information to potential applicants.

2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.

3. The receipt of a written application and supporting documents from applicants.

4. The receipt of verifying documents per regulations, including but not limited to:

   a. Fingerprinting clearances;

   b. Character and financial references; and

   c. Fire, medical, and sanitation clearances.

5. A site visit(s) to determine that the physical plant complies with regulations.

6. Interview(s) with the applicant to discuss:

   a. The legal requirements for licensing;

   b. The application process and required forms;

   c. The applicant's objectives, financial resources, plans for meeting regulation requirements, and suitability for licensing;

   d. The availability of community resources;

e. Suggestions of alternative strategies for meeting regulation requirements;

f. Program, management and physical plant deficiencies; and

g. Development of a plan to correct all deficiencies.

7. Communication with the applicant throughout the application process regarding the application status.

8. Evaluation of all documentation obtained to determine acceptability for licensure.

9. Issuance of a license and special permits, as necessary.

3. PERIODIC EVALUATION

1. The completion of an unannounced periodic comprehensive site inspection visit for each facility. For child day care facilities the site inspection visit shall be completed not less than once every two years. For all other facilities, the visit shall be completed (not less than) annually. The visit shall include:

a. A determination that compliance with regulations is being maintained;

b. The recipt of evaluations of the facility from placement workers, parents, or other parties;

c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;

d. The identification of regulation deficiencies; and

e. The development and issuance of a written corrective action plan.

2. The documentation of site inspection visits.

3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

4. RENEWAL LICENSING

1. The receipt and review of the renewal application and, as appropriate, verifying documents.

2. Evaluation of all documentation obtained to determine compliance with regulations and acceptability for continued licensure.

3. Issuance of a license.

4. The termination of a license if the renewal application is not submitted by the renewal deadline.

## 5. INVESTIGATION OF COMPLAINTS

1. The receipt of the complaint.

2. A review of the case file to determine the facility's history of compliance with regulations.

3. Interviews with appropriate agencies or individuals to determine the facts.

4. The completion of a site inspection(s) visit within 10 days to:

   a. Verify the legitimacy of the complaint;

   b. Identify regulation deficiencies; and

   c. Notify the licensee, in writing, or verified complaint allegations and findings.

5. The development of a written corrective action plan.

6. Communication with placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.

7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.

8. Utilization of the above as they relate to unlicensed facilities.

## 6. LEGAL AND ADMINISTRATIVE REMEDIES

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.

2. Notification to the Department of Social Services, Client Protection Services Branch, of the intent to deny the application or to revoke the license.

3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.

4. Appearances at formal/informal hearings and all court actions regarding these matters.

5. Assessment of civil penalties against facilities as appropriate.

## 7. OTHER LICENSING ACTIVITIES

1. The publication and distribution of a list(s) of licensed facilities.

2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.

3. The compilation, review and reporting of licensing statistics and information.

4. The training of staff in operation of the licensing program.

5. Travel to accomplish any of the above.

6. The communication of licensing-related information to placement agencies and other appropriate public agencies and private parties, that is unrelated to a specific facility activity as referenced above.

7. The referral of questions which are not specifically related to licensing to placement agencies, and other appropriate public agencies, and private parties.

## FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUM

### Fair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

### Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.

2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

### Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED

MAY - 9 1980

PETER McNAMEE, Clerk
By _____ DEPUTY

AGREEMENT NO. 80-152

(Agreement Extending the Term of Agreement No. 75-89 Regarding Cache Creek Rafting Concession)

THIS AGREEMENT, made and entered into this 6th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, (hereinafter called "COUNTY"), and SAM FORTNER, dba Cache Creek Canyon River Trips, (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On March 24, 1975, COUNTY and CONTRACTOR entered Agreement No. 75-89 granting a license to CONTRACTOR to occupy COUNTY-owned property to conduct a recreational business, namely Cache Creek Canyon River Trips.

2. The term of Agreement No. 75-89 was five (5) years, and said agreement expired on March 24, 1980.

3. COUNTY and CONTRACTOR currently are negotiating a modified agreement concerning this subject.

4. CONTRACTOR'S regular rafting season commences on April 15th; however, said revised agreement will not be fully negotiated and completed by April 15, 1980.

5. COUNTY and CONTRACTOR mutually desire by this agreement to enable CONTRACTOR to commence operations during the 1980 rafting season pending negotiation of a subsequent agreement, and temporarily to operate pursuant to the terms of Agreement No. 75-89 during said time.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

AGREEMENTS:

1. Commencing on the day hereinabove set forth, CONTRACTOR shall conduct such operations as are set forth in Agreement No. 75-89, as amended by Agreement 78-158, both incorporated herein by this reference.

2. Said operations shall be conducted in all respects in conformity with the provisions of Agreement No. 75-89, as amended.

3. The term of this agreement shall be from the day and year hereinabove first written through and including the effective date of a revised agreement between the parties relating to this subject; provided, however, that in no event shall this agreement have any force or effect from and after May 20, 1980, on which date this agreement shall be null and void, and CONTRACTOR shall cease all operations.

IN WITNESS WHEREOF, this parties hereto have executed this agreement the day and year first hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Tenley J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By Jan Crocer
Deputy

(SEAL)

SAM FORTNER, dba CACHE CREEK CANYON RIVER TRIPS

Sam Fortner
SAM FORTNER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL NO.: (916) 666-8275

FILED

JUL 15 1980

PETER McNAMEE, Clerk,
By [illegible] DEPUTY

# AGREEMENT BETWEEN
## Yolo County Agreement No. 80-153
## YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

D3

AS SERVICE PROVIDER

AND

COMMUNITY SERVICES PLANNING COUNCIL/AREA 4 AGENCY ON AGING
(HEREINAFTER REFERRED TO AS A4AA)
1820 J STREET
SACRAMENTO, CA 95814

A. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
Yolo County Department of Social Services
120 West Main Street, Woodland, CA 95695 666-8491

B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964 dated January 18, 1965 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) applies to this application.

C. Maximum total funds available for this project: $ 24,424
(Title IIIB: $ 24,424 ) (Title IIIC-1: $ )
(Title IIIC-2: $ ) ( U.S.D.A. : $ )

D. The term of this AGREEMENT is from July 1, 1980 to June 30, 1981, subject, however to earlier termination as provided herein.

E. No expenditure or obligations may be incurred after June 30, 1981.

F. Addresses of Project Sites: (attach list if more than three)
See attached.

G. Application # and Program Title: 155-6 Information & Referral

H. Name of Insurance Carrier: See attached.
Description of Policy:
Effective Dates of Policy:
Name and Address of Agent:

Attachment to A4AA

Line F

Yolo County DSS
120 W. Main Street
Woodland, Ca. 95695

Davis Senior Center
630 - 2nd Street
Davis, Ca. 95616

Woodland Senior Center
439 - 2nd Street
Woodland, Ca. 95695

Broderick Christian Center
110 - 6th Street
Broderick, Ca. 95605

City of Winters
City Hall
Winters, Ca. 95694

Line H

Self-Insured in Concert with a Joint Powers Fund Pool made up of several Governmental Agencies Limit of Liability after Application of a $5,000 deductable is $250,000

Excess limits carried from $250,000 to $20,000,000 with Pine Top Insurance Company

Policy # 19 CP 10 16 32
Effective 3-1-80 to 3-1-81

Contact Person: Burr Shafer
P.O. Box 531
Woodland, Ca. 95695

(Telephone (916) 666-8491)

SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provisions for service delivery may be revised from those stated in this agreement only as agreed upon by SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Older Americans Act funds will not be used to replace or supplant ongoing programs or personnel.

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any accident; and $100,000 for property damage in any one accident. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of $500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that required insurance coverages have been procured.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit to A4AA monthly reports of expenditures in accordance with due dates established by A4AA. Reports shall be submitted on forms provided by A4AA.

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

a. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identify of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and who job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in the case of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. No later than one-hundred eighty (180) days prior, and again at ninety (90) days prior to the ending date of this contract, subgrantee shall provide A4AA with the estimated amount of Older Americans Act funds which will remain unexpended at the ending date of this contract.

Upon notification by subgrantee that Older Americans Act funds will remain unexpended, A4AA at its option, will request and receive from the subgrantee, release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A4AA shall be reasonable in its request for funds and the subgrantee shall not unreasonably withhold permission for release of funds.

A4AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

M. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

N. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

O. All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY 1981 shall cover this contract.

P. Implementation of this contract, in whole or in part, is contingent upon approval of the CSPC/A4AA Area Plan for FY 1981, and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A4AA and the SERVICE PROVIDER are relieved off all obligations contained herein.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC

EXECUTIVE DIRECTOR

6-30-80
DATE

FOR AREA 4 AGENCY ON AGING

DIRECTOR

6-30-80
DATE

FOR SERVICE PROVIDER

TWYLA J. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS
P. O. Box 1098
Woodland, TITLE
CA 95695

6/24/80
DATE

ATTACHMENTS TO THIS AGREEMENT:

A. Grant Application

B. Statement of Objectives

## Section I. APPLICATION FOR OLDER AMERICANS ACT FUNDING

1. Applicant Agency: Yolo County Depart. of Soc. Svcs.
Address: 120 West Main Street, Woodland, CA 95695 zip
Phone: (916) 666-8491
Contact Person: Delbert Zeiger
Title: Social Services Program Manager

2. Type of Agency:
Private non-profit [ ]
Private for profit [ ]
School District [ ]
Government [X]
Other

3. Brief description of project(s)

Program Services
[ ] Senior Center
[ ] Nutrition
[ ] Congregate
[ ] Home Delivered
[X] Social Services (please list)

4. Type of Application
New [ ]
Continuation [X]
Revision [XX]
Supplement [ ]

5. Project duration
12 months
Start 7-1-80
End 6-30-81

6. Estimated number persons to be served 6,000
2,000 unduplicated

7. Geographic project service area (Be specific)

8. This is the _____ year of operation for this project.

9. This application is being sent to the following funding sources for consideration:
[XX] Area 4 Agency on Aging
[ ] City
[ ] Sacramento Area Economic Opportunity Council
[ ] ACTION
[ ] United Way
[ ] Manpower (CETA)
[ ] Other (Please specify)
[ ] Regional Criminal Justice
[ ] County Revenue Sharing
[ ] County Department (Please specify)

10. Total Project Costs

| | Current Year | This Proposal |
|---|---|---|
| Older Americans Act | 35,568 | 24,424 |
| Other Federal (Please list) | | |
| | - | |
| | - | |
| State | - | |
| County | - | |
| City | - | |
| United Way | - | |
| Other | - | |
| Other United Community Fund to Max. it Con- tribute | 790 | N/A |
| In-Kind | 3,200 | 2,714 |
| TOTAL | 39,558 | 27,138 |

10a. Budget Summary
Older Americans Act Funds Requested $ 24,424
Non-Federal Match 2,714
Other (funds)
Total Project Cost 27,138

10b. Payee: Enter Name & Title & Address to Whom Checks are to be mailed.
Name: County of Yolo
Title: Att. BurrShafer CFS
Address: P.O. Box 531
Woodland
CA. 95695
Zip

This application has been duly authorized for submittal by the governing body of the applicant agency.

Douglas J. Thompson Chairman, Board of Supervisors 5-13-80

AREA 4 AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section II. PRIOR PROGRAM/PROJECT HISTORY

PROJECT TITLE Information & Referral & Transportation DATE 4-28-80

| PROGRAM/PROJECT TITLE (List all Titles of Programs and projects specifically addressing needs of older persons.) | FUNDING SOURCE (Refer to partial listing at bottom of page.) | Amount CY77 | Amount CY78 | Amount 1-79 thru 6-80 CY79 |
|---|---|---|---|---|
| Information - Referral & Transportation | Area 4 Agency on Aging | | | 35,556 |

Section III. OTHER PENDING APPLICATIONS

| PROGRAM/PROJECT TITLE & PURPOSE (brief summary of Pending Requests for programs/projects addressing needs of older persons) | Funding Source (Note: Public and/or Private) | Amount of Funds Requested |
|---|---|---|
| None | | |

Please specify funding source by name. The following list is provided for reference; however, it is not exhaustive and other sources should be included.

- Area 4 Agency on Aging
- SYETA/Title I
- SYETA-CYP
- CETA Title II (City)
- CETA Title VI (County)
- CETA Title II (County)
- CETA Title VI (County)
- County Contributions (Gen'l Fund)
- City Contributions (Gen'l Fund)
- Community Development Block Grant
- County Revenue Sharing
- City Revenue Sharing
- Office of Criminal Justice
- Region D-Criminal Justice
- United Way
- Federal Department-HEW
- Federal (Other)
- County Mental Health
- County Drug Abuse
- County Alcoholism
- State Department Mental Health
- State CETA - 4%
- Sacramento Area Economic Opportunity Council
- Federal Department (Please list)

_____

_____

_____

State (Other)
- (Please List)

_____

_____

A9AA/6A.3.21.80

AREA 4 AGENCY ON AGING APPLICATION FOR OLDER AMERICANS ACT FUNDING,
SECTION IV PROJECT NARRATIVE

A. APPLICANT AGENCY BACKGROUND

1. The Yolo County Department of Social Services is one of 58 county social services departments in the State of California delegated by the State Department of Social Services to administer Title XX social services programs for citizens of California.

In fiscal year 1979/80 we were granted in excess of $600,000 in federal and county matching funds to provide Title XX social services to approximately 7,000 people. Approximately 20% of the persons we served in our Title XX program were senior citizens. A majority of these seniors were served through our In-Home Supportive Service and Adult Protective Services programs.

2. Organizational Chart: (See attached).

B. PROJECT INFORMATION

1. Problem Statements:

a. Yolo County has a population of 106,000 (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentration of older adults live in the East Yolo area encompassing Broderick, Bryte and West Sacramento. We have significant numbers of low income and minority elderly in Yolo County. A large number of low income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Bryte. 15 to 19% of Woodland and Knights Landing elderly are below the poverty level. 20 to 25% are below the poverty level in East Yolo, Esparto and the Winters area.

Seniors in Yolo County have demonstrated the need for information and referral services. This is evident by the fact that in one three month period (September, October and November 1979), the I&R providers in Yolo County received over 1600 requests from seniors for information and referral services. The Area 4/Kellogg program studies in 1979 found that only 28% of our seniors were aware of the information and referral services that were available to them. The studies also found that almost 84% of our senior population was aware of our senior centers. We believe that co-location of the Older Americans Act I&R programs in our senior centers will dramatically increase the awareness, value, and utilization of I&R services by our seniors. This is also clearly the direction promulgated by the Older Americans Act, CDA, and Area 4.

This project will serve all of Yolo County, with sites located in the major senior centers in the three largest populated areas (Woodland, Davis and East Yolo). In addition, this department's I&R staff will accept collect telephone calls in our Woodland office from Winters, Esparto, the Capay Valley and other remote areas of Yolo County. We also plan to have department I&R staff provide I&R and outreach services to these areas.

2. Project Goals:

a. Seniors in Yolo County as demonstrated by the 1979 Area 4/Kellogg study are not aware of the majority of community resources that are available

to them to help them preserve their independence and/or to improve the quality of their lives. The major goal of this project is to expand the awareness of seniors to resources and service which may be available to them and to assist them to gain access to these resources, to promote independent living, and to improve the quality of life.

b. The barrier of lack of knowledge of available resources and how to gain access and use of these resources will be addressed in this project.

3. Project Objectives:

We have the objective of providing information and referral services to 2,000 seniors (on an average of three services to each senior during the 1980/81 fiscal year) with our telephone service and rapid access to adult protective services workers along with other professionals (i.e., public health and mental health) it is estimated that over 500 frail elderly persons will be served. We estimate that we will provide over 6,000 units of service. (Unit of service is defined as provision of information and/or a referral to a senior citizen that will assist the senior to utilizing the resource/service).

4. Project Activities:

a. Information & Referral & Senior Transportation (Winters).

b. Methods used to provide services will be direct face-to-face contact where information and referral are provided and telephone contact where information and referral are provided.

c. Frail elderly will be encouraged to participate by adult protective services workers, mental health workers, public health nurses and in-home supportive services providers. Telephone and transportation services will be available to assist the frail elderly in their participation.

d. Services will be provided at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center and at the DSS office in Woodland, along with outreach services as described in B-1a.

e. Start up activities have already occurred, consisting of negotiating contracts with the three senior centers.

f. Services will be provided on a daily basis from 8:00 a.m. until 5:00 p.m. in all offices and by telephone.

g. General office equipment is already available and need not be purchased.

h. The senior centers are currently providing space for other activities, i.e., legal services, nutrition programs, health and other related services.

5. Physical Accessibility

a. All sites are readily accessible by bus.

b. All sites have other transportation programs available to seniors.

1. The DSS office in Woodland is accessible by bus and the Woodland Community Care car.

2. The Davis Senior Center is 4 blocks from public transportation. In addition, it offers paratransit services and is funded to offer senior transportation services through Area 4.

3. The Broderick Christian Center is located on a bus line and provides its own escort/transportation services.

4. The Woodland Senior Citizens Center is within 4 blocks of a bus line. It also provides transportation and escort services through the Woodland Community Care Car.

c. Parking facilities are available at all sites.

d. Heating, lighting, cooling and ventilation of all facilities are adequate. These facilities, with the exception of the DSS office, are all currently being used as senior centers.

6. Program Accessibility:

The three senior centers currently are capable to provide services to the impaired, non-English speaking, blind and other special population groups. This is demonstrated by the current level of performance with these groups. DSS has Spanish speaking persons available to provide information and referral services, also is charged by the state to providing services to the blind. I&R personnel will be on duty at all sites from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays. We will advertise our services in the Yolo County and Sacramento County telephone books. (Yellow pages as well as the white pages.)

7. Coordination:

This project will be a coordinated effort to provide a comprehensive program of I&R to seniors by Yolo County Department of Social Services, the City of Davis Senior Center, City of Woodland Senior Center, and the Broderick Christian Center. These agencies will coordinate their efforts by use of a common resource directory, joing planning, joint monthly training meetings, and a joint method of needs assessment.

In addition, both DSS and senior centers have excellent working relationships with Public Health, Mental Health, and the EOC Area 4/Nutrition Programs. The senior nutrition programs are co-located with our sites in Davis and Broderick. Legal services, preventive health services, recreational services, etc. have been available through all of our senior centers.

8. Senior Participation:

This project has been routinely reviewed and discussed on a regular basis over the last several months by our local Commission on Aging, which has provided input and will continue to do so. Monthly reports or reports as requested of our project will be made to the Commission.

9. Volunteers:

Volunteers will be recruited on an as needed basis. Selection of volunteers will be made based on the same criteria that is used for employees. Supervision of volunteers will be provided by the site coordinators. Volunteers will receive training equal to that of paid staff, dependent upon task assignments.

10. Affirmative Action Plan:

The County of Yolo, City of Davis, and the Broderick Christian Center all have affirmative action plans and are equal opportunity employers. Consideration for hiring future project staff will be given to eligible and qualified senior citizens.

11&12 Administration and Training:

A copy of our organization chart is attached (see A-2).

Consultive services will be provided by staff of the Department of Social Services. In the future, consultation and training may be secured through the Sacramento State Title XX program, Area 4, the State of California Health Training Center in Berkeley, and other educational institutions. Consultants will provide training and consultation. Consultation will be secured on a free basis and will not be a part of our grant funding.

13. Evaluation:

a. Data will be collected and records will be kept sufficient to provide information for the Area 4 Agency on Aging Monthly Activity Reports/ Information & Referral. In addition, information will be kept on needs that cannot be met through the provision of information & referral services. These records will document the reasons for unmet needs (i.e., no program available, program available but person not eligible, program available but person lacks transportation, programs available but problems prevent use). It will further document the problems which prevent use at a particular program for each senior. We believe that this information will be helpful in a year's period of time in determining the needs for additional senior services in Yolo County.

b. Data will be collected by persons providing I&R. It will be forwarded to the Department of Social Services where centralized reports and records will be prepared and distributed to the three I&R sites, Area 4, and other human service planners and providers.

c. DSS will be responsible for in-house evaluation of the program.

14. Financial Management:

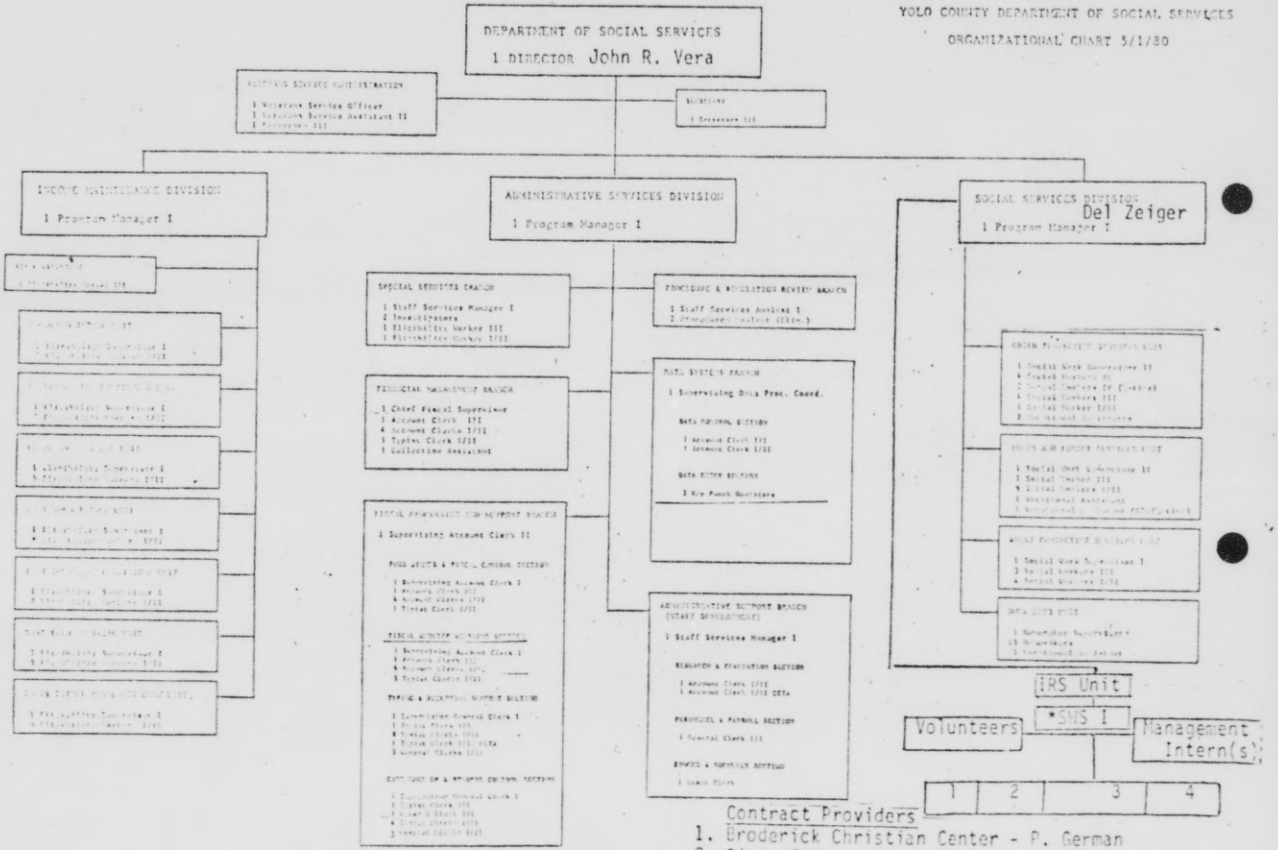
a&b. Area 4 funds will be sent to Department of Social Services; DSS will provide payments, per our written agreements, on a monthly basis to the contractees, i.e., Woodland Senior Center, Davis Senior Center, Broderick Christian Center, upon receipt of verification that they have provided I&R services and submitted reports at the end of each month. Area 4 funds will be used to expand our programs and there will be no sur-planting of already existent funding.

c. Non-Applicable.

d. Non-Applicable.

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

ORGANIZATIONAL CHART 5/1/80




Contract Providers

1. Broderick Christian Center - P. German
2. City of Davis Senior Center- P. Moir
3. City of Woodland Senior Center-D. Salas
4. Winters Senior Transportation Program

* Position Vacant - to be filled

SENIOR INFORMATION AND REFERRAL

TELEPHONE LISTINGS

Senior Information and Referral for Yolo County

East Yolo including Broderick, Bryte, West Sacramento and Clarksburg:

| | |
|---|---|
| Broderick Christian Center<br>110 - 6th Street<br>Broderick, Ca. | 372-0200 |

Davis:

| | |
|---|---|
| Davis Senior Center<br>630 Second St.<br>Davis, Ca. | 758-3070 |

Woodland:

| | |
|---|---|
| Woodland Senior Center | 662-0698 |

| | |
|---|---|
| Other areas in Yolo County call collect and ask for Senior Information and Referral Services. | 666-8491 |

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING

Section V. PROJECT OBJECTIVE AND ACTIVITY TIME CHART

03

TRANSPORTATION

PROJECT TITLE: INFORMATION & REFERRAL & TRANSPORTATION START DATE 7/1/80 END 6/30/81

| OBJECTIVES AND ACTIVITIES | 1st Quarter | | | 2nd Quarter | | | 3rd Quarter | | | 4th Quarter | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 1 | 2 | 3 | 1 | 2 | 3 | 1 | 2 | 3 | |
| I Provision of Information & Referral Service Total | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 580 | 6960 |
| A. Broderick Christian Center | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3000 |
| B. City of Davis Senior Center | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1200 |
| C.City of Woodland Senior Center | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 180 | 2160 |
| D.Yolo County Department of Social Services | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| II Provision of Information on Unmet Senior Needs to Area 4 Agency on Aging, The Yolo County Commission on Aging, The Yolo County Department of Social Services and other Provider Agencies & Planning bodies Total | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 696 |
| A. Broderick Christian Center | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 |
| B. City of Davis Senior Center | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 120 |
| C. City of Woodland Senior Center | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 216 |
| D. Yolo County Department of Social Services | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| II Provision of Transportation Services City of Winters | 22 | 23 | 22 | 23 | 22 | 23 | 22 | 23 | 22 | 23 | 22 | 23 | 270 trips |

AA/AA/bb.3.21.80

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: 7/1/80 To: 6/30/81 Service/Program: Senior Transportation Winters

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

| I. BUDGET CATEGORY (1) | TITLE III | | | CASH | | IN-KIND | | USDA (9) | Project Income (10) | Total Proj. Costs (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| | Administrative Costs (2) | Service Costs (3) | Renovation Acquisition Constructn Costs (4) | Match (5) | Non-Match (6) | Match (7) | Non-Match (8) | | | |
| 1. Salaries & Wages | | | | | | | | | | |
| 2. In-Kind Personnel | | | | | | | | | | |
| 3. Payroll Taxes | | | | | | | | | | |
| 4. Employee Benefits | | | | | | | | | | |
| 5. Consultant/Legal | | | | | | | | | | |
| 6. Travel & Training | | | | | | | | | | |
| 7. Equipment Totals | | | | | | | | | | |
| a. Expend. Equip. | | | | | | | | | | |
| b. Non-Expend. Equip. | | | | | | | | | | |
| c. Rented/Leased Equip. | | | | | | | | | | |
| 8. Food Costs Catered Meals | | | | | | | | | | |
| 9. Purchased Raw Food | | | | | | | | | | |
| 10. Rent of Space | | | | | | | | | | |
| 11. Telephone & Utilities | | | | | | | | | | |
| 12. Mtce/Janitorial | | | | | | | | | | |
| 13. Insurance | | | | | | | | | | |
| 14. Off. Supplies & Postge | | | | | | | | | | |
| 15. Other Supplies | | | | | | | | | | |
| 16. Printing | | | | | | | | | | |
| 17. Vehicle Cost Totals | | | | | | | | | | |
| a. Vehicle Operation | | | | | | | | | | |
| b. Maintenance | | | | | | | | | | |
| c. Insurance | | | | | | | | | | |
| 18. Audit/Acct Costs | | | | | | | | | | |
| 19. Membership/Subscriptn | | | | | | | | | | |
| 20. Bonding/Taxes/Lics. | | | | | | | | | | |
| 21. Advertising | | | | | | | | | | |
| 22. Books/Publications | | | | | | | | | | |
| 23. Contract Services | | 1,609 | | | | 179 | | | | 1,788 |
| 24. Other Costs (List) | | | | | | | | | | |
| 25. | | | | | | | | | | |
| 26. | | | | | | | | | | |
| 27. | | | | | | | | | | |
| II. Total Project Costs | | | | | | | | | | 1,788 |
| III. Less: Project Income (Contributns) | | | | | | | | | | 0 |
| IV. Project Net Costs | | | | | | | | | | 1,788 |
| V. Less: Local Non-Federal Participation | | | | | | | | | | 179 |
| VI. Less: USDA Participation | | | | | | | | | | |
| VII. Funds Requested From Title III | | | | | | | | | | 1,609 |

D[illegible]LED BUDGET FOR SERVICE/PROGRAM C[illegible]PONENT

98

From: 7/1/80 To: 6/30/81 Service/Program: Information & Referral

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

| I. BUDGET CATEGORY (1) | TITLE III | | | CASH | | IN-KIND | | USDA (9) | Project Income (10) | Total Proj. Costs (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| | Administrative Costs (2) | Service Costs (3) | Renovation Acquisition Constructn Costs (4) | Match (5) | Non-Match (6) | Match (7) | Non-Match (8) | | | |
| 1. Salaries & Wages | | | | | | | | | | |
| 2. In-Kind Personnel | | | | | | | | | | |
| 3. Payroll Taxes | | | | | | | | | | |
| 4. Employee Benefits | | | | | | | | | | |
| 5. Consultant/Legal | | | | | | | | | | |
| 6. Travel & Training | | | | | | | | | | |
| 7. Equipment Totals | | | | | | | | | | |
| a. Expend. Equip. | | | | | | | | | | |
| b. Non-Expend. Equip. | | | | | | | | | | |
| c. Rented/Leased Equip. | | | | | | | | | | |
| 8. Food Costs Catered Meals | | | | | | | | | | |
| 9. Purchased Raw Food | | | | | | | | | | |
| 10. Rent of Space | | | | | | | | | | |
| 11. Telephone & Utilities | | | | | | | | | | |
| 12. Mtce/Janitorial | | | | | | | | | | |
| 13. Insurance | | | | | | | | | | |
| 14. Off. Supplies & Postge | | | | | | | | | | |
| 15. Other Supplies | | | | | | | | | | |
| 16. Printing | | | | | | | | | | |
| 17. Vehicle Cost Totals | | | | | | | | | | |
| a. Vehicle Operation | | | | | | | | | | |
| b. Maintenance | | | | | | | | | | |
| c. Insurance | | | | | | | | | | |
| 18. Audit/Acct. Costs | | | | | | | | | | |
| 19. Membership/Subscrbtn | | | | | | | | | | |
| 20. Bonding/Taxes/Lics. | | | | | | | | | | |
| 21. Advertising | | | | | | | | | | |
| 22. Books/Publications | | | | | | | | | | |
| 23. Contract Services | | 22,815 | | | | 2,535 | | | | 25,350 |
| 24. Other Costs (List) | | | | | | | | | | |
| 25. | | | | | | | | | | |
| 26. | | | | | | | | | | |
| 27. | | | | | | | | | | |
| II. Total Project Costs | | | | | | | | | | 25,350 |
| III. Less: Project Income (Contributns) | | | | | | | | | | 0 |
| IV. Project Net Costs | | | | | | | | | | 25,350 |
| V. Less: Local Non-Federal Participation | | | | | | | | | | 2,535 |
| VI. Less: USDA Participation | | | | | | | | | | 0 |
| VII. Funds Requested From Title III | | | | | | | | | | 22,815 |

N/A

| Area 4 Agency on Aging SUMMARY BUDGET | | Total Project Costs (3) | PROJECT COST Social Services/Nutrition (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1) 1.1 Project Personnel A. Paid Personnel TITLE OR POSITION | (2) Hourly Rate | | | | | | | | | | | | |
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| Total Paid Personnel | | | | | | | | | | | | | |
| B. Volunteers, In-Kind Personnel | | | | | | | | | | | | | |
| TITLE OR POSITION | Hourly Rate | | | | | | | | | | | | |
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| Total Volunteers | | | | | | | | | | | | | |



Form 4-14b

N/A

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | PROJECT COST: Social Services/Nutrition (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE: Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1) 1.2 Payroll Taxes & Employee Benefits | | | | | | | | | | | | |
| FICA | | | | | | | | | | | | |
| SUI | | | | | | | | | | | | |
| Total Payroll Taxes | | | | | | | | | | | | |
| Dental | | | | | | | | | | | | |
| Health | | | | | | | | | | | | |
| Life | | | | | | | | | | | | |
| Retirement | | | | | | | | | | | | |
| Worker's Compensation | | | | | | | | | | | | |
| Total Employee Benefits | | | | | | | | | | | | |
| 1.3 Consultant/Legal Services (Identify) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Consultant/Legal Services | | | | | | | | | | | | |
| 2.1 Travel & Training | | | | | | | | | | | | |
| (12 months x ____ miles x ____¢) | | | | | | | | | | | | |
| Conference and Conventions | | | | | | | | | | | | |
| Staff Training (Attached List) | | | | | | | | | | | | |
| Volunteer Travel Reimbursement | | | | | | | | | | | | |
| Total Staff Travel & Training | | | | | | | | | | | | |

N/A

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | PROJECT COST Social Services/Nutrition I & R TRANSPORTATION (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.2 Equipment [1] | | | | | | | | | | | | |
| Total Equipment | | | | | | | | | | | | |
| 2.3 Food Costs | | | | | | | | | | | | |
| Catered Meals | | | | | | | | | | | | |
| Purchased Raw Food | | | | | | | | | | | | |
| Total Food Costs | | | | | | | | | | | | |
| 2.4 Space Costs | | | | | | | | | | | | |
| Rent of Space | | | | | | | | | | | | |
| Telephone | | | | | | | | | | | | |
| Utilities | | | | | | | | | | | | |
| Maintenance/Janitorial Services | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | |
| Total Space Costs | | | | | | | | | | | | |
| 2.5 Supplies | | | | | | | | | | | | |
| Office Supplies & Postage | | | | | | | | | | | | |
| Other - (Identify) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Supplies | | | | | | | | | | | | |
| 2.6 Printing | | | | | | | | | | | | |
| Inside Printing | | | | | | | | | | | | |
| Contract Printing (Identify) | | | | | | | | | | | | |
| Total Printing Costs | | | | | | | | | | | | |

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | PROJECT COST Social Services/Nutrition (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1) | | | | | | | | | | | | |
| 2.7 Vehicle Costs | | | | | | | | | | | | |
| Total Vehicle Costs | | | | | | | | | | | | |
| 2.8 Other Costs | | | | | | | | | | | | |
| Audit | | | | | | | | | | | | |
| Accounting Services | | | | | | | | | | | | |
| Bonding | | | | | | | | | | | | |
| Membership & Subscriptions | | | | | | | | | | | | |
| Taxes & Licenses | | | | | | | | | | | | |
| Advertising | | | | | | | | | | | | |
| Books & Publications | | | | | | | | | | | | |
| 2.9 CONTRACT SERVICES (Identify & Enclose Contract(s) | | | | | | | | | | | | |
| Broderick Christian Center | 8,450 | 8,450 | | | | | 7,605 | | | | 845 | |
| City of Woodland Senior Center | 8,450 | 8,450 | | | | | 7,605 | | | | 845 | |
| City of Davis Senior Center | 8,450 | 8,450 | | | | | 7,605 | | | | 845 | |
| Winters Transportation | 1,788 | | 1,788 | | | | 1,609 | | | | 179 | |
| Total Contract Services | 27,138 | 25,350 | 1,788 | | | | 24,424 | | | | 2714 | |
| TOTAL BUDGET | 27,138 | 25,350 | 1,788 | | | | 24,424 | | | | 2714 | |

| CALCULATION OF GRANT AWARD | |
|---|---|
| TOTAL BUDGET | $ 27,138 |
| LESS: PROJECT INCOME | $ 0 |
| LESS: CONTRIBUTIONS, NON-MATCHING | $ 0 |
| PROJECT COSTS TO BE MATCHED | $ 27,138 |
| LESS: CONTRIBUTIONS, MATCHING | $ 2,714 |
| TITLE III GRANT AWARD | $ 24,424 |



Form 4-145

03

| SCHEDULE OF NON-FEDERAL PARTICIPATION | |
|---|---|
| SOURCE | AMOUNT |
| A. CASH RESOURCES | $ None |
| SUB-TOTAL | $ 0 |
| B. IN-KIND RESOURCES | $ |
| 1. Broderick Christian Center<br>Volunteer I&R Aide | 845.00 |
| 2. Davis Senior Center<br>Volunteer I&R Aide | 845.00 |
| 3. Woodland Senior Center<br>Volunteer I&R Aide | 845.00 |
| 4. City of Winters<br>Volunteer Escort/Driver | 179.00 |
| SUB-TOTAL | $ 2,714.00 |
| TOTAL | $ 2,714.00 |

Form 4-15

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING

Section VII.DOCUMENT CHECKLIST

APPLICANT AGENCY Yolo County Department of Social Services DATE 5-5-80

PROJECT TITLE: Information & Referral & Transportation

The applicant certifies that the following documents are available. Upon request they will be produced within three (3) working days. The applicant acknowledges that failure to produce requested documents within the time limits may result in program funds being withdrawn, reallocated, or delayed.

Check those documents which are available and on file in your agency office.

| | ITEM | DATE |
|---|---|---|
| [NA] | Articles of incorporation | NA |
| [X] | Agency By-Laws | Effective 7-1-80 & Con. |
| [X] | Membership list of present Governing Board | " |
| [X] | Membership of Project Advisory Body | " |
| [NA] | IRS Status Certification | NA |
| [X] | Latest Agency Financial Audit | Effective 7-1-80 & Con |
| [X] | Current Financial Statement | " |
| [X] | Affirmative Action Policy | " |
| [X] | Affirmative Action Plan | " |
| [X] | Agency Policies and Procedures (including Personnel Policies) | " |
| [X] | Complete project inventory | " |
| [X] | Contract Between the Area 4 Agency on Aging and your project | " |
| [X] | Agreement for Consultant Services | " |
| [X] | Lease or space rental agreements | " |
| [X] | Training Plan for project employees and volunteers | " |
| [X] | Resume for Project Director | " |
| [X] | Job Description for all OAA funded positions and program volunteers | " |
| [NA] | Written procedures for handling donations NA | NA |
| [NA] | Three month certified menu | NA |
| [X] | Current safety and health inspection certificates | Effective 7-1-80 & Con |
| [X] | Annual Fire Inspection Report | " |

AAA/bk.3.21.80

## Section VIII. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under the comprehensive Older Americans Act Amendments of 1978, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The _____ (applicant agency) understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with the Older Americans Act Amendment of 1978; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.

2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.

3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.

5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.

6. Agrees to actively seek qualified older persons for paid positions on the project.

7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.

11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be comingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.

12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency, audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.

13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 28). Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.

14. Receipt of Title III-B and C funding from the A4AA will be acknowledged in the news media and other sources when referring to the services, material and/or equipment provided under this agreement.

**(The following provisions apply to multipurpose senior center requests.)**

15. Agrees to comply with all applicable state and local health, fire, safety, building, zoning and sanitation laws, ordinances or codes, with special regard to the provisions of the National Fire Protection Association '01 Life Safety Code.

16. Assures that any facility funded under this award begin operation as a multipurpose senior center by December 3, 1980.

17. (For applicants acquiring a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least ten years from the date of acquisition.

18. (For applicants constructing a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least twenty years after completion of construction.

19. Agrees to comply with the requirements of the Davis-Bacon Act and other mandatory Federal labor standards.

20. Assures that plans and specifications for the facility comply with regulations relating to minimum standards of construction, particularly with the requirements of the Architectural Barriers Act of 1968.

21. Assures that the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and DHEW regulations (45 CFR, Part 84) and guidelines are met.

22. Agrees to meet the conditions of approval relative to flood disaster protection outlined in Attachment A, "Conditions for Approval of Senior Center Facilities Located in Flood Prone Areas".

Section XI. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Department of Social Services
(Name of Grantee or Contractor) (hereinafter called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from Area 4 Agency on Aging, a
(Name of Area Agency) recipient of Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated

(Recipient of Award)

By Douglas J. Thompson
(President, Chairman of Board or comparable authorized official)

(Recipient's mailing address)

Chairman, Yolo County Board of Supervisors
Title

ATTACHMENT B
CONTRACT #155-6

D8

STATEMENT OF OBJECTIVES

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

INFORMATION AND REFERRAL PROGRAM

To provide 6360 individuals and 432 agencies/organizations information with respect to services and activities available to older persons; to make 920 referral linkages for persons needing these services; and to follow up on 676 transactions to insure that proper services were received.

Services will be provided on a countywide basis via I&R sites located at the Woodland Senior Center, Davis Senior Center, Broderick Christian Center, and Department of Social Services. Bi-lingual capacity and 24-hour access will be available in this network. The program will gather information on unmet senior needs on a monthly basis and transmit this data to relevant agencies/organizations. Each site will be staffed by at least one full-time I&R worker.

To provide 270 rides to medical facilities via Woodland, Davis, and Sacramento to seniors residing in Winters. Services will be provided via an agency vehicle driven by volunteers.

DLS:lk
FY 1981

FILED BK

MAY 15 1980

PETER McNAMEE, Clerk

BY DEPUTY

AGREEMENT NO. 80-154

LEASE

THIS LEASE made and entered into this 5th day of May, 1980, by and between LAWSON PROPERTY MANAGEMENT, hereby called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT.

WITNESSETH:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 313 Fourth Street, Woodland, California, which premises are further described as office buildings (COVEY COURT), Suites 2, 3, 6, 7 and 8.

2. TERM. The term of the lease shall commence on May 9, 1980 and expire on September 30, 1980.

3. RENT. TENANT shall pay the total sum of EIGHT HUNDRED SEVENTY FIVE DOLLARS ($875) to LESSOR, by County Warrant, on the first day of each month during the term of this lease, commencing on May 9, 1980, further defined as: Suite 2 - $325 per month; Suite 3 - $ 75 per month; Suite 6 -$275 per month; Suite 7 - $100 per month; and Suite 8 - $100 per month.

4. USE. The premises shall be used and occupied only for the purpose of County offices or any other office use reasonably related thereto.

5. UTILITIES. TENANT shall pay all charges for utilities used on the leased premises during the lease term.

6. REPAIRS AND ALTERATIONS.

A. LANDLORD agrees to maintain the roof, air conditioning and heating.

~~B. LANDLORD agrees to install air conditioning in Suite 3.~~ The Suite does Have Air Conditioning From Central Unit RTJ JdL

7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants or employees.

8. INSURANCE. During the term of this lease agreement, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occuring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees.

9. ASSIGNMENT AND SUBLETTING. TENANT shall not assign nor sublease the said premises, or any part thereof, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting.

LANDLORD:

Robert T. Jones
LAWSON PROPERTY MANAGEMENT

TENANT:

Lynda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETER McNAMEE, COUNTY CLERK

BY Peter E. Jones, deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

////

BK

FILED

MAY 14 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

Yolo County Agreement NO. 80-155

CONTRACTUAL AGREEMENT

FOR

ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of May, 1980, by and between the COUNTY OF YOLO, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "COUNTY", and DEAN F. UNGER, A/A, INC., hereinafter referred to as "ARCHITECT";

WITNESSETH:

RECITALS:

1. COUNTY proposes to provide for the erection and construction of a

COUNTY ADMINISTRATION BUILDING

and the remodeling and rehabilitation of the

COUNTY COURTHOUSE

together with the site development, utilities, demolition of the existing old County Jail Building, landscaping, and all other necessary features to provide complete buildings, hereinafter referred to as the "PROJECT."

2. COUNTY proposes that the PROJECT will be divided into three (3) phases, as follows:

PHASE I - Preliminary Master Planning for Determination of Design Parameters and Location of the County Administration Building:

(1) Develop conceptual plans for options completing the Courthouse remodeling and construction of a County Administration Building, and present the advantages, disadvantages, and costs for each option.

(2) Evaluate alternate sites for the County Administration Building on County property in Woodland, California, including north of the Courthouse, on the northeast corner of Third and Court Streets behind the Main Jail, and on the corner of Second and Court Streets; and present the advantages, disadvantages, and cost estimates for each site.

(3) Evaluate the feasibility of and outside funding for:

(a) The use of existing utility systems in development of the new facility;
(b) Solar or alternative forms of energy; and
(c) Alternate construction materials.

PHASE II - Final Master Planning:

(1) Preparation of a Master Plan incorporating the options and site location selected by the Board of Supervisors under Phase I.

(2) To develop a time schedule indicating the completion date estimated for the completion of final plans.

(3) To develop a target budget for construction of the facility.

(4) To prepare schematic drawings of the location and relationship of the proposed new building and existing buildings and site parameters.

PHASE III - Implementation

(1) To prepare working drawings together with final cost estimates and date of completion of structure.

(2) To prepare bid documents.

(3) To analyze and make recommendations to the County on the bids received.

(4) To administer the construction of the project and to recommend payments on work completed by the contractor as appropriate.

(5) To furnish "as built" drawings.

3. COUNTY desires by this agreement to employ the services of ARCHITECT to accomplish Phase I of PROJECT as set forth above.

4. ARCHITECT represents hereby that he is duly licensed by the State of California as an architect, and is willing and able to perform all professional services required to accomplish Phase I in a competent and professional manner, sufficiently detailed to enable COUNTY to evaluate and decide between available options, and serve as the introductory working documents to enable any architect to commence Phase II.

AGREEMENTS:

NOW, THEREFORE, IT IS AGREED that COUNTY does hereby employ the services of ARCHITECT in connection with Phase I of the project, and ARCHITECT hereby accepts such employment, on the following terms and conditions:

I ARCHITECT'S SERVICES

The Architect's professional services and duties for Phase I shall include the following:

A. To act as registered architects and engineers advising the County, and to attend all necessary conferences with the County Board of Supervisors, other County Personnel and liaison committee meetings as required, in regard to the program requirements.

B. To perform all professional services necessary to accomplish Phase I of the PROJECT as set forth herein, with analysis and written recommendations on all necessary factors, including, but not limited to, the following:

(1) A study of two or more sites near to the existing Courthouse, on County-owned property with respect to

their adequacy for maximum utilization and operational efficiency with regard to the existing County Courthouse and Sheriff's Department Building for the proposed new County Administration Building.

(2) The site studies shall include conceptual block diagrams or drawings establishing general use of site area, mass of buildings, number of floors and relationships of new buildings to existing buildings. Special concerns include public access, service efficiency, energy conservation, and information flow within the building.

(3) Recommendations are to be made as to the most desirable location and configuration and advantages, disadvantages, and cost estimates shall be presented for each alternate location.

(4) Recommendations are also to be made for the potential to use existing utility systems in the Courthouse as an integrated part of the system for the new building and the feasibility of outside funding; the feasibility of an outside funding potential for active and passive solar systems; a review of various types of construction and related materials with recommendations thereto.

C. ARCHITECT represents that he is professionally qualified to perform the work to be done by him under this contract. COUNTY, not being skilled in such matters, relies upon the qualifications of ARCHITECT to do and perform the work in a professional manner, and the acceptance of his work by the COUNTY does not operate as a release of said ARCHITECT from responsibility to so perform his work.

D. All work or services performed by ARCHITECT or his firm or corporation shall be by or under the direct supervision of registered architects.

II ARCHITECT'S FEES

In consideration of the performance of the professional services hereinabove set forth, COUNTY agrees to pay ARCHITECT fees as follows:

A. For Phase I: A fee based on hourly rates and expenses as set forth in Attachment A, Hourly Rate Schedule, to a maximum limit of $18,500.00. ARCHITECT shall not perform, nor be required to perform, any services which would cause such maximum limit to be exceeded, without the mutual consent of the parties; such additional work would be in addition to previously described Phase I work.

III ARCHITECT'S EXPENSES

The following are items of expense to be borne by ARCHITECT and for which no claim for reimbursement shall be allowed:

A. The salaries of ARCHITECT'S principals and employees engaged in the performance of all services required by this agreement, including, but not limited to, designers, job captains, draftsmen, specification writers, typists and inspectors.

B. The fees and/or charges of all mechanical, electrical, structural, acoustical or other engineers engaged by ARCHITECT necessary in connection with the performance of this agreement.

IV COUNTY'S EXPENSES

A. County shall provide directly for payment of the following expenses:

(1) Those incurred in furnishing ARCHITECT with a complete and accurate site survey.

(2) Those incurred in furnishing ARCHITECT with full information as to the water, gas and electrical service.

(3) Those incurred for borings or test pits, soils tests and analysis, and seismic and geological studies and reports.

(4) Those incurred for chemical, mechanical or other tests when COUNTY'S prior approval therefor has been gained.

(5) All printing and reproduction costs from the master set provided by the Architect.

V PAYMENT OF ARCHITECT'S FEE - MANAGER

A. ARCHITECT, his legal representative or assign, shall be paid by legally executed and regularly issued warrants drawn on the Treasurer of the County of Yolo.

B. Payment on account of the ARCHITECT'S fee shall be made, in monthly progress payments, as follows:

(1) During Phase I, an amount on account based on agreed hourly rates and charges as established under Attachment A, billed on a monthly basis by itemized invoice, submitted in quadruplicate.

VI ADDITIONAL SERVICES - FEES

Should COUNTY request ARCHITECT to make major revisions in the scope of services to be provided, over and above the original scope of Phase I as set forth herein, due to major changes in the project program, ARCHITECT shall be paid an additional fee for such additional services.

Said fee shall be equal to the costs of all ARCHITECT'S personnel time and direct expenses expended to perform additional services, and shall be charged by ARCHITECT and paid by COUNTY at the rates set forth in Attachment A, Hourly Rate Schedule.

No additional services shall be performed by ARCHITECT nor paid by COUNTY without COUNTY'S prior written authorization to ARCHITECT.

VII COUNTY'S DUTIES AND RESPONSIBILITIES

COUNTY does hereby assume the following duties and responsibilities:

A. To furnish ARCHITECT with a complete and accuract survey of the building site which shall include contour lines and the grades and lines of street and pavements; information in regard to any restrictions or easements which may affect the project, the existence or non-existence of telephone, sewer, water, gas and electricity services to or on the site, and such other facts pertinent to the site or the proposed structure as may be within the knowledge of COUNTY.

B. To furnish or have furnished borings or test pits, geological examination and analysis of the soil therefrom in such manner as may be reasonably required to furnish ARCHITECT necessary information as to the subsoil and seismic settling of the building sites.

C. To furnish County employee to serve as a project inspector for the COUNTY on the PROJECT.

D. To give thorough consideration to all sketches, drawings, specifications, proposals, contracts and other documents presented to it by ARCHITECT and to act promptly thereon and notify ARCHITECT of any and all decisions thereon.

E. To act promptly in all matters requiring its attention so as not to delay the work of ARCHITECT or unreasonably delay the erection and construction of the project.

VIII LIAISON

The Community Development Director of Yolo County, by and through its Public Building and Architectural Services Division, is hereby designated as the liaison official through whom the COUNTY and the ARCHITECT will act in their relationship with each other under this agreement. ARCHITECT agrees to maintain close contact with the Community Development Director and to closely observe the policies of the COUNTY as related to it by the Director. For the purpose of

dealing with COUNTY under this agreement, a registered Architect is hereby appointed as the representative of ARCHITECT.

IX INSURANCE

A. ARCHITECT shall obtain, and keep in full force and effect, compensation insurance necessary in connection with the performance of this agreement to protect all of ARCHITECT'S employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall relieve COUNTY from all responsibility therefor. ARCHITECT shall supply COUNTY with a suitable statement certifying to said protection and defining the terms of the policy issued within thirty (30) days after the execution of this agreement.

B. ARCHITECT shall obtain, and keep in force during the term of the agreement, a policy of professional liability insurance with limits of $1,000,000.00 and provide evidence thereof to the COUNTY within thirty (30) days after the execution of the agreement for Phase III services.

X GENERAL CONDITIONS

A. Without limitation the following instruments of service will be prepared by or under the immediate and responsible supervision of registered architects and will be signed by registered architects:

(1) Schematic studies if called for by this agreement;

(2) Preliminary studies and tentative outlines if called for by this agreement; and

(3) Any other documents or correspondence between ARCHITECT and COUNTY, contractor, consultants, or governmental authorities, involving conclusions or opinions concerning the purely architectural aspects of the work.

B. The following architectural services will be performed by or under the immediate and responsible supervision of registered architects.

(1) Performance of all personal services customarily performed by registered architects in the performance of their professional services in contracts of this type.

XI TERMINATION

A. ARCHITECT'S term of employment, under this agreement, shall commence on the date of execution and continue at the pleasure of COUNTY, who may discontinue and terminate this agreement and the employment of ARCHITECT by giving notice thereof in writing, deposited in the United States mail, postage prepaid, and addressed to:

Dean F. Unger, A.I.A., Inc.
700 Alhambra Blvd.
Sacramento, CA 95816

(1) In the event of termination during Phase I, COUNTY shall pay ARCHITECT as provided under Article II (A) as full payment for all services performed and allowable expenses incurred by ARCHITECT to the date of such notice.

XII INDEPENDENT CONTRACTOR STATUS

In the performance of all professional services pursuant to this agreement, ARCHITECT and all officers, employees, agents and consultants of ARCHITECT are independent contractors, and not officers, employees or agents of the County of Yolo for any purpose.

IN WITNESS WHEREOF, COUNTY has caused its corporate name to be signed and its corporate seal to be affixed by the Chairman of its Board of Supervisors, who is thereunto duly authorized, and ARCHITECT has hereunto set his hand the day and year first above written.

THE COUNTY OF YOLO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors

DEAN F. UNGER, A/A, INCORPORATED

By _____
Architect

PETER McNAMEE, County Clerk

By _____
Deputy

ATTACHMENT A

## HOURLY RATE SCHEDULE

Charges for time spent by the following classifications for personnel shall be on an hourly basis as follows:

### ARCHITECTS

| Classification | $$ Per Hour |
|---|---|
| Principals | 50.00 |
| Project Manager | 40.00 |
| Project Designer | 45.00 |
| Architect | 32.00 |
| Draftsman | 24.00 |
| Stenographic and Clerical | 17.00 |

### ENGINEERS

| Classification | $$ Per Hour |
|---|---|
| Corporate Officers (Nominal Rate) | 50.00 |
| Principal Engineers & Architects "A" | 45.00 |
| Principal Engineers & Architects "B" | ----- |
| Associate Engineers & Architects | 36.00 |
| Senior Engineers & Architects | 29.50 |
| Draftsmen | 24.00 |
| Stenographic and Clerical | 17.00 |

The hourly rates stated above are based on the inclusion of direct salaries, vacation, sick leave, general office expense, normal supplies, and other items of overhead as would be normal to an engineering office, and profit.

In addition to these rates, the total of the following items of expense incurred in performance of the work will be charged as cost:

Incidental purchased labor or services

Long distance telephone and telegraph charges

Postage and similar out-of-pocket expenses

The costs of reproduction and computer services and the usage of electronic composing and related equipment will be charged at standard rates.

Agreement 80-156 &
80-157

were voided

FILED

MAY 2 1 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

AGREEMENT NO. 80-158

(Agreement Extending the Term of Agreement No. 75-89 Regarding Cache Creek Rafting Concession)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, (hereinafter called "COUNTY"), and SAM FORTNER, dba Cache Creek Canyon River Trips, (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On March 24, 1975, COUNTY and CONTRACTOR entered Agreement No. 75-89 granting a license to CONTRACTOR to occupy COUNTY-owned property to conduct a recreational business, namely Cache Creek Canyon River Trips.

2. The term of Agreement No. 75-89 was five (5) years, and said agreement expired on March 24, 1980.

3. COUNTY and CONTRACTOR currently are negotiating a modified agreement concerning this subject.

4. CONTRACTOR'S regular rafting season commences on April 15th; however, said revised agreement will not be fully negotiated and completed by April 15, 1980.

5. COUNTY and CONTRACTOR mutually desire by this agreement to enable CONTRACTOR to commence operations during the 1980 rafting season pending negotiation of a subsequent agreement, and temporarily to operate pursuant to the terms of Agreement No. 75-89 during said time.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

AGREEMENTS:

1. Commencing on the day hereinabove set forth, CONTRACTOR shall conduct such operations as are set forth in Agreement No. 75-89, as amended by Agreement 78-158, both incorporated herein by this reference.

2. Said operations shall be conducted in all respects in conformity with the provisions of Agreement No. 75-89, as amended.

3. The term of this agreement shall be from the day and year hereinabove first written through and including the effective date of a revised agreement between the parties relating to this subject; provided, however, that in no event shall this agreement have any force or effect from and after June 20, 1980, on which date this agreement shall be null and void, and CONTRACTOR shall cease all operations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McNAMER, CLERK

By: Deborah Kirkland
(SEAL)

SAM FORTNER, dba CACHE CREEK CANYON RIVER TRIPS

Sam Fortner
SAM FORTNER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

FILED

MAY 22 1980

PETER MCNAMEE, Clerk
By Jan Crosier
DEPUTY

BK

AGREEMENT NO. 80-159
(Agreement amending Agreement No. 80-136)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Jason A. Tyburczy, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement No. 80-136 which does not by its term call for payment of mileage.
2. PROVIDER had negotiated for payment of mileage and COUNTY'S representatives had agreed, but mileage was inadvertantly left out of the written agreement.
3. COUNTY and PROVIDER, therefore, wish to amend Agreement No. 80-136 to add mileage.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. Pargraph 2 a and b, page 1, line 23-26 of Agreement No. 80-136, is amended to read:
   a. COUNTY will compensate PROVIDER for said services at the rate of FIVE DOLLARS and THIRTY FOUR CENTS ($5.34)per hour plus mileage at the rate of TWENTY-ONE CENTS (21¢) per mile.
   b. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS ($3,170).
2. All other provisions of Agreement No. 80-136 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a poltical Subdivision of the State of California

BY Douglas J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE
Clerk of the Board

Peter E. Lucas
(Deputy)

Jason A. Lyburczy
JASON A. LYBURCZY

MENTAL HEALTH SERVICES

BY Cyp Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Kolb
DEPUTY COUNTY COUNSEL

FILED BK

MAY 22 1980

PETER McNAMEE, Clerk

By: Jan Orser DEPUTY

AGREEMENT NO. 80-160

(Amending Agreement No. 80-134 for Administrative Services)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Daniel Frank, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement No. 80-134.
2. Subsequent to COUNTY and PROVIDER entering into Agreement No. 80-134, COUNTY has identified a need to develop a new alternative acute psychiatric resources.
3. The development of said resources will require an investment of substantially more administrative time than allowed for in Agreement No. 80-134.
4. Therefore, COUNTY and PROVIDER wish to amend Agreement No. 80-134.

AGREEMENTS:

1. Pargraph 2 b, page, 1, line 25-26 of Agreement No.80-134 is amended to read:

   b. The maximum payment from COUNTY to PROVIDER shall be a sum not to exceed THREE THOUSAND NINE HUNDRED FIFTY DOLLARS ($3,950).

2. All other provisions of Agreement No.80-134 remain in full force and effect.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year hereinbove setforth.

COUNTY OF YOLO, a political subdivision of the State of Calfiornia

BY Douglas J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

Daniel Frank
DANIEL FRANK

ATTEST:

PETER McNAMEE, CLERK

BY Peter McNamee
DEPUTY

MENTAL HEALTH SERVICES

C. Thomson
DIRECTOR

APPROVED AS TO FORM
CLIFFORD R. HACK
COUNTY COUNSEL

By Elizabeth M. Hull
DEPUTY

FILED BK

MAY 22 1980

PETER MEYEE, Clerk
By Jan Olsen
DEPUTY

AGREEMENT NO. 80-161

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Stanley Schilling, M.D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

2. COUNTY desires to retain PHYSICIAN'S services as hereinbelow described for Yolo General Hospital, hereinafter referred to as HSOPITAL.

AGREEMENTS: COUNTY, in consideration of PHYSICIAN'S promises contained in hereinafter recited agreements, and PHYSICIAN in consideration of COUNTY'S promises contained in hereinafter agreements, agree:

1. PHYSICIAN'S SERVICE OBLIGATIONS:

a. PHYSICIAN agrees to: (1) be available to provide and provide rehabilitative consultations within the scope of his medical training, specialty, and staff privileges as approved by the Medical Staff of HOSPITAL for Extended Care Facility patients upon the request of HOSPITAL'S Medical Staff; (2) medical consultative services within the scope of his medical training, speciality, and staff privileges as approved by the Medical Staff of HOSPITAL; and (3) act as Medical Director of Inhalation Therapy at HOSPITAL. The staff time of PHYSICIAN shall include treatment and appropriate follow-up care.

2. COUNTY'S SERVICE OBLIGATIONS:

a. COUNTY agrees:

1) To pay PHYSICIAN TWO HUNDRED DOLLARS ($200) per month for services rendered as Medical Director of Inhalation Therapy and for other services rendered at the Medi-Cal rate which are in effect as of the

date of rendering said services, and which are applicable to the services rendered, less the amount of insurance premiums paid by COUNTY as hereinafter specified.

2) To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render the professional services which are the subject of this agreement and at no other times; said insurance to have policy limits of $1,000,000 for each occurrence and $5,000,000 aggregate. Permiums for said malpractice insurance shall be deducted from the monetary compensation due to PHYSICIAN from COUNTY pursuant to Paragraph "a" above, utilizing the following formula: The amount of insurance premiums deducted by dividing the base full time insurance premium equivalent to one full time physician under the terms of the COUNTY'S malpractice insurance policy by the fractional percentage of full time service which PHYSICIAN has rendered during the applicable pay period. By way of example, if PHYSICIAN works one-half time the number of hours that a full time COUNTY staff physician works during the applicable pay period, the monetary compensation due PHYSICIAN shall be deducted by the sum which is equivalent to one-half the proportion of insurance premium which is allotable to one full time physician for the pay period in question.

3) Said compensation shall be paid by COUNTY to PHYSICIAN upon submission by PHYSICIAN to the HOSPITAL ADMINISTRATOR of a claim detailing the time spent in services rendered using the appropriate Medi-Cal designation for said services. The HOSPITAL ADMINISTRATOR shall enter on said claim the appropriate insurance premium deduction pursuant to Paragraph "a" hereof, and if otherwise appropriate,

shall approve the same for payment by the County Auditor.

3. TERM:

a. This Agreement shall commence March 1,1980, and remain in effect on a continuing basis, however, it may be terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 W. Beamer Street, Woodland, California 95695.

c. In the performance of the work, duties, and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all time in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is Agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursment under Title XVIII and Title XIX of the Social Security Act, as amended and otherwise. PHYSICIAN is retained pursuant to this agreement as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care to Yolo General Hospital. As a contract physician PHYSICIAN receives com-

pensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed during the term of this agreement will be undertaken in PHYSICIAN'S capactiy as a hospital-based physician and with the course and scope of the provisions of this agreement with the County of Yolo.

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY [signature]

COUNTY OF YOLO, a political subdivision of the State of California
BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
PETER McNAMEE, CLERK
BY [signature]
DEPUTY

[signature]
PHYSICIAN

FILED BR

MAY 27 1980

PETER McNAGE, Clerk

By Jan Carsen DEPUTY

AGREEMENT NO. 80-162

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY", and ROBERT AND MARTHA KELLY, (hereinafter referred to as "PROVIDERS").

W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDERS represent that they possess the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDERS agree to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty-four (24) hour per day basis, three beds for children requiring temporary or emergency shelter home care.

2. PROVIDERS shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.

3. PROVIDERS shall receive at any hour of the day or night, seven (7) days per week, up to three children between the ages of 0-18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

4. PROVIDERS shall refuse to accept children who are in need of immediate emergency medical care. PROVIDERS may also refuse to accept

children who are violent or who are known fire setters. PROVIDERS may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDERS shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDERS shall keep ongoing records, on forms provided by COUNTY, on all removals from and returns to the home of each child during placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

7. PROVIDERS shall not permit any children in their care to be removed from their home by third parties, without the express consent of the social worker in each instance.

8. PROVIDERS shall permit visitation by parents of the children in their care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker in charge.

9. PROVIDERS shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating, and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDERS shall provide transportation to all court appearances, doctors and dentists appointments, school, and other places as necessary. PROVIDERS shall have a valid California driver's license, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDERS shall make all necessary arrangements for school registration for each child.

12. PROVIDERS shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public education, necessary clothing, and medical and dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDERS shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDERS shall make all necessary arrangements for hiring backup help. All such help must be at least twenty-one (21) years of age and approved by the County Department of Social Services.

14. PROVIDERS shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDERS shall abide by the Civil Rights Act of 1964, and any other Federal or State legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDERS shall be responsible for the selection and procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in their home, and for provision of healthful nutrition of each child. COUNTY will provide the initial supply of special needs, such as diapers; however, PROVIDERS will be responsible for maintaining such supplies.

17. PROVIDERS shall have one weekend off per month. During this weekend, they will not be required to maintain contact with the Communications Operator. However, any children at the home at the time will continue to be cared for by PROVIDERS whether in the home or away from it. The dates of said

weekends off shall be agreed upon by the Department and PROVIDERS. PROVIDERS agree to give the Department at least one weeks' notice of intended weekend off dates.

18. PROVIDERS shall have one week of vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDERS shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDERS as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDERS' home. COUNTY shall obtain any necessary emergency care for children before they are placed with PROVIDERS.

20. COUNTY shall provide consultation and/or training to PROVIDERS as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDERS the sum of $300.00 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each 24-hour period a child is in the home, COUNTY shall pay the sum of $8.00 for that child, up to a daily maximum of $24.00 for three children. For each placement less than 24 hours, COUNTY shall pay the sum of $4.00 for each child.

22. It is specifically understood that PROVIDERS are independent contractors and are not subject to the direction and control of COUNTY except as to final result. PROVIDERS shall be soley liable and responsible to pay all

required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDERS agree to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

23. The term of this agreement shall be for a period of twelve (12) months beginning July 1, 1980, and ending on June 30, 1981. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by the COUNTY without notice for violation by PROVIDERS of any term or condition of this agreement. Any assignment of this agreement shall require prior written consent of COUNTY. Such consent, once given, shall not be deemed to waive the requirement of consent by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 20th day of May, 1980.

COUNTY OF YOLO, a political subdivision of the State of California

BY: Gayle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

Peter McNamee, Clerk

By: [illegible]
Deputy

APPROVED AS TO FORM
CHESTER D. MACK
COUNTY COUNSEL

By: Elizabeth A. Hatley
DEPUTY COUNTY COUNSEL

X BY: [illegible]

X [illegible]
PROVIDERS

FILED

MAY 22 1980

PETER McNAMEE, Clerk

By DEPUTY

AGREEMENT NO. 80-163

(Agreement Amending Agreement No. 79-153 with Davis Ambulance Service, Inc.)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Steven C. Gibson, doing business as Davis Ambulance Service, Incorporated, hereinafter called CONTRACTOR,

W I T N E S S E T H:

COUNTY and CONTRACTOR, having previously entered into Agreement No. 79-153, wish to amend said Agreement as follows:

1. Paragraph 2F, at pages 2 through 3, of Agreement No. 79-153, is amended to read:

2. RESPONSE TO CALLS.

F. COUNTY will authorize only the following calls:

(1) Calls directly received at the Communications Center.

(2) Calls received by CONTRACTOR over its direct lines from the Davis Police Department and Davis Fire Department. CONTRACTOR shall radio the information on the calls to the Communications Center as soon as feasible.

(3) When CONTRACTOR is summoned in an emergency by someone in person, not over the telephone, the call will be authorized only if

OFFICE OF THE COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

the emergency is verified by law enforcement or fire department personnel within sixty (60) minutes of the response by CONTRACTOR. CONTRACTOR shall be responsible for having the law enforcement or fire department personnel call the Communications Center and provide the necessary verification.

2. All other terms of Agreement No. 79-153 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY
(SEAL)

DAVIS AMBULANCE SERVICE, INC.

BY _____
STEVEN C. GIBSON, President

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

MAY 22 1980

PETER MC NAMEE, Clerk
By [signature]
DEPUTY

BK

Agreement No. 80-164

AGREEMENT WITH THE COUNTY OF YOLO FOR THE CARE OF ITS PRISONERS BY THE COUNTY OF SOLANO

The County of Solano, a political subdivision of the State of California, hereby agrees to provide for the safekeeping, care, and subsistence of Yolo County prisoners confined in the Solano County Jail facilities only upon the following conditions:

1. The County of Yolo will pay to the County of Solano the sum of $25.00 per calendar day or any fraction thereof for such prisoners while in the custody of the Sheriff at the Jail; bill is to be paid monthly within ten (10) days from presentation.

2. The number and kind of prisoners' maximum and non-security to be received pursuant to this agreement shall depend upon the Receiving County. The Receiving County reserves the right to request the Sending County to remove belligerent and recalcitrant prisoners.

3. The County of Solano will provide minor medical treatment. The expenses of any hospital, surgical, and dental treatment are to be paid by the County of Yolo.

4. The County of Yolo will provide for the transportation of its prisoners to and fron the Solano County Jail.

This agreement is effective on 12 May 1980, and is subject to modification by mutual agreement at any time and to termination by either party upon thirty (30) days written notice.

Approved as to form

Dated

ATTEST: JOHN BLACKLOCK, Clerk of the Board of Supervisors,
By: [signature]
JOHN BLACKLOCK

COUNTY OF SOLANO, a political subdivision of the State of California
By: [signature]
WALLACE L. BRAZELTON, Chairman

ATTEST: PETER MC NAMEE, County Clerk and ex officio Clerk of the Board of Supervisors,
By: [signature]
Deputy Clerk

COUNTY OF YOLO, a political subdivision of the State of California
By: [signature]
Chairman

Penal Code §4115.5

- ORIGINAL -

BK

YOLO COUNTY AGREEMENT No. 80-165

COUNTY-STATE AGREEMENT NO. 21

EXCHANGE FUND PROJECT

FILED

OCT 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

03 Yolo

District County

PROJECT NUMBER X-031(1)

County Road 31

CR95 - CR 96

THIS AGREEMENT, made in duplicate this 20th day of May, 1980, by and between the COUNTY OF Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Exchange funds and certain matching monies from the State Highway Fund have been apportioned to COUNTY for the construction of an Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" attached hereto and thereby made a part of this agreement, and

WHEREAS, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit "A", hereinafter referred to as "THE PROJECT" shall be constructed as provided in this agreement.

2. Exchange Dollar Construction may be performed by contract unless otherwise provided in the special covenants.

3. The estimated cost of THE PROJECT is as shown in Exhibit "A". A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of THE PROJECT:

(a) If STATE is to administer THE PROJECT, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, State acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer THE PROJECT, STATE shall pay the proportionate Exchange Dollar and State Matching shares of the eligible participating costs within twenty (20) working days of COUNTY's submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If THE PROJECT is a cooperative project and includes work on a State highway, THE PROJECT shall be the subject of a separate cooperative agreement between the State and the County.

5. The Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable.

6. The Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

7. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

8. When THE PROJECT includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

## ARTICLE II - Rights-of-Way

1. Such rights-of-way are necessary for the construction of THE PROJECT shall be furnished by COUNTY, and no contract for the construction of THE PROJECT or any portion thereof shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of THE PROJECT COUNTY shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights-of-way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost of acquiring rights-of-way and any costs which arise out of right-of-way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Exchange Dollars are to be used for right-of-way, should COUNTY, in acquiring right-of-way for Exchange Dollar improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as required by California Government Code, Sections 7260-7274.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to THE PROJECT, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the acutal cost thereof to COUNTY, including compensation and expense of personnel working on THE PROJECT, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY's employees shall perform all engineering work. When preliminary or construction engineering for THE PROJECT is performed by STATE, charges therefore shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in THE PROJECT if such are available therefore.

2. (a) Neither STATE nor any office or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless

from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement.

3. Auditors of STATE shall be given access to COUNTY's books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State personnel at any time during project development and for a four-year period from the date of final payment under the contract.

## ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in FHPM 144) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section 12 of the LOCAL PROGRAMS MANUAL published by the STATE, unless otherwise approved by the STATE.

## ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the State Exchange and State Matching Funds provided for this project, COUNTY will abide by the State policies and procedures pertaining to the Exchange Dollar Program.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation
District 03

By E. J. Halligan
ACTING District Director of Transportation

Date 5-29-80

COUNTY OF Yolo

By Ernest J. Thomsen
Chairman, Board of Supervisors

ATTEST: PETER McNAMEE, COUNTY CLERK
Clerk, Board of Supervisors

BY Debra Langley Kirkland Deputy

Approval Recommended:

Local Assistance Engineer

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

DEPUTY COUNTY COUNSEL

EXHIBIT A

ARTICLE VII - Project Location and Description of Work Proposed:

Location: Exchange Fund Project X-031(1) in Yolo County on County Road 31 from Road 95 to Road 96

Net Length: 1.0 Mile

Description of Work: Widen existing two-lane road and bridges

ARTICLE VIII - Proposed Project Funding:

| | | |
|---|---|---|
| Preliminary Engineering | | $ 10,000 |
| Construction Contract | | 241,000 |
| Construction Engineering | | 30,000 |
| | | $281,000 |

Funding

| | | |
|---|---|---|
| Exchange Funds | $187,333 | |
| State Matching Funds | 93,667 | |
| | | $281,000 |

FILED

MAY 22 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-166

(Agreement Granting Concession to Yolo Bowmen for Operation of Archery Range at Davis Communication Annex Site)

THIS AGREEMENT, made and entered into this 20th day of May, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter called "COUNTY"), and YOLO BOWMEN ARCHERY CLUB, INC., a non-profit corporation, (hereinafter called "CONCESSIONAIRE"),

W I T N E S S E T H:

RECITALS:

1. CONCESSIONAIRE is a non-profit corporation, engaged in the fostering of the sport of archery.

2. COUNTY is the owner and occupier of a parcel of real property near the corner of Tremont Road and County Road 104, approximately 320 acres in size, and commonly known and referred to herein as "the Davis Communication Site", and holds title to said parcel of real property for recreational uses. COUNTY'S title to said property is held subject and pursuant to the terms and conditions of the quitclaim deed from the United States of America recorded in the Official Records of the Yolo County Recorder at Official Records Book 1070 at Page 557. A copy of said deed is attached hereto as Exhibit "A" and incorporated herein by this reference, to have the same force and effect as if here set forth in full.

CONCESSIONAIRE has requested a concession pursuant to Condition No. 3 of Exhibit "A" to occupy and use forty (40) acres of

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the Davis Communications Site for the construction and operation for its members as well as the general public of a field archery range, picnic facility, and possible future indoor archery range, with associated improvements, to be constructed and operated in compliance with Exhibit "A" and this agreement, and represents hereby its willingness and ability to do so.

AGREEMENTS:

In and for the covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. GRANT OF CONCESSION. CONCESSIONAIRE is hereby granted an exclusive concession and privilege to occupy and use the portion of said real property, approximately 40 acres in extent, described in the sketch of said parcel (hereinafter referred to as "subject property"), attached hereto as Exhibit "B", for the purposes described below.

2. TERM. The term of this concession shall be for a period of twenty (20) years, commencing on January 1, 1979, and terminating on December 31, 1999, unless sooner terminated pursuant to Paragraph 7 of this agreement.

3. PROVISIONS REGARDING USE OF PROPERTY.

a. Use. The exclusive use of the subject property shall be for the construction and operation by CONCESSIONAIRE of public archery facilities including targets, a possible future indoor archery range, a picnic area for archers and others, and other facilities necessary for the archery facilities or customarily used in archery, all

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to be used for the purpose of conducting archery exercises, practice or contests.

b. Compliance with Deed and Agreements; Records. CONCESSIONAIRE hereby acknowledges and covenants strictly to comply with each and every term and condition of Exhibit "A" which is applicable to its operation under this agreement. To effectuate this covenant, CONCESSIONAIRE agrees to keep and provide to COUNTY and/or the United States Secretary of the Interior such reports, statistics, books, records, and other documents necessary to determine compliance with Exhibit "A" and/or this agreement, and to permit access to the facilities at all reasonable times to officials of COUNTY or the Department of the Interior; and to submit to and cooperate with audits and information requests by COUNTY or the Department of the Interior to determine such compliance.

c. Use by Public. Said archery facility is to be open to serve the needs of members of the CONCESSIONAIRE corporation, and shall be open and available for use by members of the general public at all reasonable times without charge, save and except during formal competition and tournaments, at which events contestants may be charged a reasonable fee for entrance and participation.

d. Maintenance of Public Order. CONCESSIONAIRE shall be

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TEL. NO. (916) 666-8211

solely responsible for the maintenance of public safety and order upon said site while engaged in the uses licensed and described herein.

e. Non-Discrimination. CONCESSIONAIRE shall allow access to subject property and use of the facilities thereon to all members of the public without discrimination by reason of sex, race, color, creed, or national origin. In addition, CONCESSIONAIRE covenants and agrees to familiarize itself with and abide by the terms of Condition No. 7 of Exhibit "A".

f. Compliance with Rules. CONCESSIONAIRE agrees to comply with the written rules governing the use of the subject property by its members and the general public which are attached hereto as Exhibit "C" and incorporated herein by this reference. All operations conducted on said site shall abide by said rules, and no others. CONCESSIONAIRE may suggest amendments to said rules, or additions to them, but said amendments or additions shall not be enforced without the prior written consent of the Yolo County Community Development Agency (hereinafter "Director"). The Director may modify the rules set forth in Exhibit "C" hereto, or any additions or modifications thereof, and CONCESSIONAIRE agrees to comply with the rules as modified. The Director may also, from time to time, issue directives, rules, and regulations to CONCESSIONAIRE pertaining to the details

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of operation of this concession; said directives, rules, and regulations shall thereupon be deemed to be terms and provisions of this agreement and of Exhibit "C" hereto, the breach of which shall be cause of revocation and termination of this agreement.

Said rules shall be posted in conspicuous places by CONCESSIONAIRE on the subject property.

g. Approval of Buildings and Other Improvements. CONCESSIONAIRE agrees that plans showing the location and design of all buildings to be constructed on the subject property shall be submitted to and approved by the Director of the Community Development Agency prior

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to commencement of construction. All improvements shall be constructed in compliance with applicable Federal, State, and County laws, regulations, and rules, including the Building Codes and ordinances regulating wells and septic systems in effect at the time proposed for construction.

h. Effect of Amendment of Governing Laws. CONCESSIONAIRE agrees to comply with any changes in applicable Federal, State or County laws, regulations and rules which limit or necessitate a change in the operations being conducted by CONCESSIONAIRE on the subject property, including changes in the terms regulating COUNTY's possession of the Davis Communications Annex Site; CONCESSIONAIRE acknowledges that it has, and shall claim, no vested right requiring it to be exempted from complying with any such change.

i. Non-Warranty of Water Supply. CONCESSIONAIRE acknowledges that COUNTY makes and has made no promises or warranties, express or implied, regarding the existence of either surface or ground water supplies, availability or suitability; all exploration and pumping of groundwater shall be at CONCESSIONAIRE'S sole and exclusive risk and expense.

4. MAINTENANCE; UTILITIES; COSTS. CONCESSIONAIRE covenants, at its sole cost and expense, to clean and maintain the subject property in a neat, clean and sanitary condition, free of litter,

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waste, and unslightly accumulations of noxious weeds, and to keep the property in a condition not detrimental to surrounding properties or the neighborhood, and free of any conditions hazardous to the general public, on or off the site. CONCESSIONAIRE shall abide by the instructions of the Director regarding maintenance of the subject property.

CONCESSIONAIRE further agrees that any and all utilities extended to the property shall be at its sole cost and expense.

5. EXCULPATORY CLAUSE. CONCESSIONAIRE agrees to indemnify, defend, and save harmless COUNTY, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and to indemnify, defend and save harmless COUNTY, its officers, agents, and employees from any and all claims or losses claimed by, accuring or resulting to any person, firm or corporation during or as a direct or indirect consequence of the facilities constructed and/or the events occurring on the subject property.

6. LIABILITY INSURANCE. CONCESSIONAIRE agrees, at its own expense, to maintain in full force and effect a policy or policies of public liability insurance insuring CONCESSIONAIRE and specifically naming COUNTY as a co-insured, against liability for injury to persons and property and for death of persons arising from any accident, injury, or damage resulting from any event

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to commencement of construction. All improvements shall be constructed in compliance with applicable Federal, State, and County laws, regulations, and rules, including the Building Codes and ordinances regulating wells and septic systems in effect at the time proposed for construction.

h. Effect of Amendment of Governing Laws. CONCESSIONAIRE agrees to comply with any changes in applicable Federal, State or County laws, regulations and rules which limit or necessitate a change in the operations being conducted by CONCESSIONAIRE on the subject property, including changes in the terms regulating COUNTY's possession of the Davis Communications Annex Site; CONCESSIONAIRE acknowledges that it has, and shall claim, no vested right requiring it to be exempted from complying with any such change.

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waste, and unslightly accumulations of noxious weeds, and to keep the property in a condition not detrimental to surrounding properties or the neighborhood, and free of any conditions hazardous to the general public, on or off the site. CONCESSIONAIRE shall abide by the instructions of the Director regarding maintenance of the subject property.

CONCESSIONAIRE further agrees that any and all utilities extended to the property shall be at its sole cost and expense.

5. EXCULPATORY CLAUSE. CONCESSIONAIRE agrees to indemnify, defend, and save harmless COUNTY, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and to indemnify, defend and save harmless COUNTY, its officers, agents, and employees from any and all claims or losses claimed by, accuring or resulting to any person, firm or corporation during or as a direct or indirect consequence of the facilities constructed and/or the events occurring on the subject property.

6. LIABILITY INSURANCE. CONCESSIONAIRE agrees, at its own expense, to maintain in full force and effect a policy or policies of public liability insurance insuring CONCESSIONAIRE and specifically naming COUNTY as a co-insured, against liability for injury to persons and property and for death of persons arising from any accident, injury, or damage resulting from any event

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referenced in Paragraph No. 5 of this agreement. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than that shown in the insurance contract attached hereto as Exhibit "D" and incorporated herein by this reference for personal injury and death benefits, and for property damage, for any one event or occurrance. CONCESSIONAIRE shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days' written notice to COUNTY.

7. TERMINATION.

a. Either party may terminate this agreement upon ninety (90) days' written notice to the other party.

b. If this agreement is terminated by either party prior to its term, and at the date of termination, CONCESSIONAIRE has substantially performed each and every thing called for herein to have performed through and including the date of termination or the term of this agreement, CONCESSIONAIRE shall have the right to remove, at its sole cost and expense, all improvements then existing on the subject property, other than the water well specifically treated in Paragraphs 7-c and 7-d hereinbelow; provided, however, that all improvements affixed to the subject property on or after the ninety-first (91st) day after service of such

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termination notice or after completion of the term of this agreement shall become part of the real property and title to said improvements shall revert to and vest in the COUNTY or its successors; provided, further, the CONCESSIONAIRE shall remove said improvements in a good and workmanlike manner and shall leave the site in a safe, neat and clean condition, free from waste and/or rubbish, and suitable for other recreational uses; CONCESSIONAIRE agrees that said site work shall be done to the approval of the Director of the Community Development Agency or successor.

c. If COUNTY terminates this agreement prior to its term, and at the date of termination CONCESSIONAIRE has substantially performed each and every thing called for herein to have performed through and including the date of termination, CONCESSIONAIRE shall have the right to remove, at its sole expense, all improvements appurtenant to the water well then existing on the subject property, including pumps, pressure tanks, and piping, and shall further have the right to be reimbursed by COUNTY, pursuant to the following amortization schedule, for the actual costs to CONCESSIONAIRE of drilling said well, including casing and bowls. Said amortization schedule shall be on a year-for-year prorated basis by multiplying the total cost incurred by CONCESSIONAIRE in rendering the well suitable for a

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pump by a fraction, the numerator of which is the years remaining in the term, and the denominator of which is 20. Hence, if COUNTY terminates this agreement during the first year immediately succeeding the date of its signature, and this paragraph is otherwise applicable, COUNTY shall reimburse CONCESSIONAIRE 20/20 of its well costs. If COUNTY terminates this agreement in the second year succeeding the date of its signature, and this clause otherwise is applicable, CONCESSIONAIRE shall be entitled to reimbursements by COUNTY of 19/20 of the total well costs, and so on.

d. If CONCESSIONAIRE terminates this agreement at any time during its term, title to all improvements installed by CONCESSIONAIRE on the site to that date, be they real or personal, affixed or not affixed, specifically including any pumps, pressure tanks, and other improvements appurtenant to a water well, shall immediately revert to and vest in COUNTY and CONCESSIONAIRE shall perform all acts and pay all sums to effectuate said transfer of title.

e. Notwithstanding any other provision of this agreement, in the event of CONCESSIONAIRE'S default in or breach of any of the covenants and undertakings contained herein, violation of any rule, regulation, or directive of the Director of the Community Development Agency, or violation of any term and condition of Exhibit "A",

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COUNTY may terminate this agreement upon fifteen (15) days' written notice or, at its option, utilize any and all other legal remedies available to it. In said event, title to all improvements then existing on the site, specifically including one pump, pressure tank, and other appurtenances to the well, shall revert to and vest in COUNTY, and CONCESSIONAIRE shall take such actions as it is required to take, pursuant to Paragraph 7-c above to effectuate transfer of title.

8. NOTICE. All notices and other mailings required or authorized by this agreement shall be deposited in the United States Mail, First Class postage prepaid, and addressed as follows:

COUNTY.

Director of Community Development Agency
Attention: Parks and Advanced Planning
292 W. Beamer Street
Woodland, CA 95695

CONCESSIONAIRE:

Yolo Bowmen, Inc.
Box 776
720 Hunt Way
Davis, CA 95616

Service of said notices shall be deemed complete for all purposes, including calculations of time limitations, upon such mailing.

9. POSSESSORY INTEREST. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such property interest may be subject to property taxation if created, and the

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party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

10. SUBCONTRACT OR ASSIGNMENT. CONCESSIONAIRE shall not voluntarily assign or encumber its interest in this concession or in the premises, or subcontract all or any part of the premises, or allow any other person or entity except CONCESSIONAIRE'S authorized representatives to occupy or use all or any part of the premises, without first obtaining COUNTY'S consent. Any assignment, encumbrance, or subcontract without COUNTY'S consent shall be voidable and, at COUNTY'S election, shall constitute a default. No consent to any assignment, encumbrance, or subcontract shall constitute a further waiver of the provisions of this paragraph.

11. CONDITIONAL LIMITATIONS. Each term and each provision of this agreement performable by CONCESSIONAIRE shall be construed to be both a covenant and a condition. The terms of this concession are as stated herein, and no other, different, or additional license or permit is granted hereby.

12. CONSTRUCTION. The marginal headings or title to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of this agreement.

13. BINDING ON SUCCESSORS. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of CONCESSIONAIRE and COUNTY.

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14. WAIVER. One or more waivers by COUNTY of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. COUNTY'S consent to or approval of any act by CONCESSIONAIRE requiring COUNTY'S consent or approval shall not be deemed to waive or render unnecessary COUNTY'S consent to or approval of any subsequent similar act by CONCESSIONAIRE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

By: Ingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: Pete E. Lucas
Deputy

(SEAL)

YOLO BOWMEN, INC., a non-profit corporation, "CONCESSIONAIRE"

By: Joseph Novak Jr.
DESIGNATED REPRESENTATIVE

Title: President

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COUNTY OF YOLO
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WOODLAND, CA 95695
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EXHIBIT A

Davis Communications Annex
D-Calif-1023

# QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the County of Yolo (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to the following described property located in Yolo County, California and consisting of approximately 323.2 acres:

The Northwest 1/4 of Section 31, Township 8 North, Range 3 East, M.D.B. & M. containing 161.6 acres, more or less, and the Southwest 1/4 of Section 31, Township 8 North, Range 3 East, M.D.B. & M., containing 161.6 acres, more or less.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

The hereinbefore described property is granted by the Grantor to the Grantee subject to any and all outstanding easements for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing described premises.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on September 26, 1972 which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. The Grantee shall erect no metal buildings, metal roofs, metal towers or structures, electric transmission lines or antennae or operate radio frequency equipment without permission of the United States Air Force. No non-metallic buildings or structures over 15 feet high may be erected.

5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

6. If at any time the Grantor shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to said national defense, shall revert to and become the property of the Grantor.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

8. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall

revert to and become the property of the Grantor at its option which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect;

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 13th day of July, 1973.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By _____
Frank E. Sylvester
Regional Director
Pacific Southwest Region
Bureau of Outdoor Recreation

COUNTY OF SAN FRANCISCO )
) ss.
STATE OF CALIFORNIA )

On this 13th day of July, 1973, before me, the subscriber, personally appeared Frank E. Sylvester, to me known and known to me to be the Regional Director Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

OFFICIAL SEAL
CAROL J. O'DANIELS
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Oct. 26, 1975

Carol J. O'Daniels
NOTARY PUBLIC

7265 Wild Currant Way, Oakland, CA. 94611

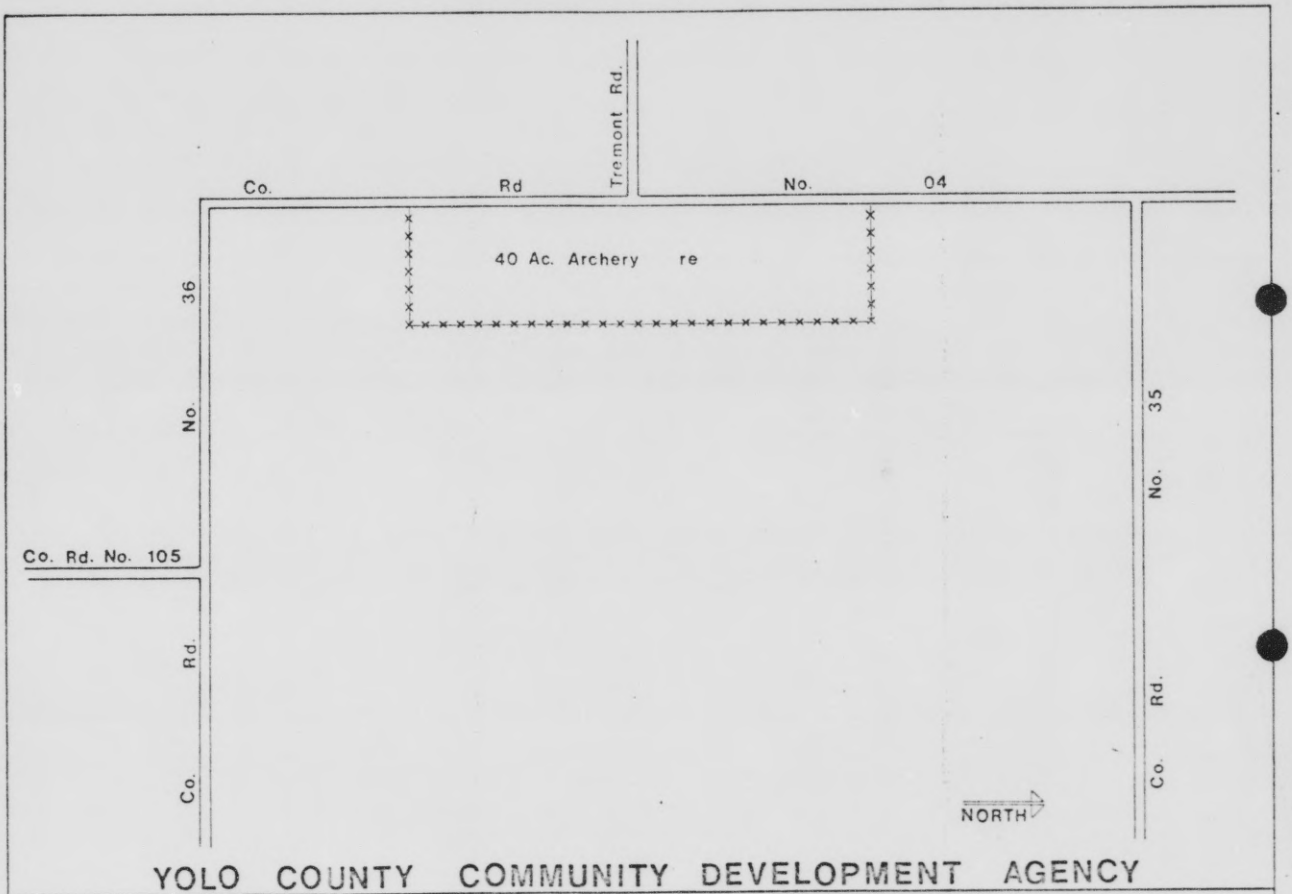
My Commission expires:

October 26, 1975

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

By Clifford H. Edwards

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA




YOLO COUNTY COMMUNITY DEVELOPMENT AGENCY

DAVIS COMMUNICATIONS ANNEX SITE

EXHIBIT B

EXHIBIT C

# RULES OF OPERATION
For The
Yolo Bowmen Archery Club, Inc.
At The
"Davis Communication Site"

1. Policing and safety of the said area will be accomplished in two (2) methods:
   A. When a member is present on the range he will be responsible for advising the public of rules and regulations.
   B. A posted set of rules will govern the policing and safety at all other times.

2. Range availability:
   A. Range will be open seven (7) days a week to the public.
   B. A nominal fee will be charged for the monthly club shoot.
   C. Regular tournament fee will be charged for any organized open tournament.

3. Picnic area will be for any person participating in the sport or archery.

4. Sign will be posted listing the following additional rules:
   A. You are welcome to use this range for archery purposes only.
   B. No Hunting
   C. No Fire Arms
   D. No Broadheads
   E. Start at Start Sign - Don't shoot range backwards
   F. Shoot only from range distance markers
   G. Shoot only at targets
   H. When looking for arrows behind bails, post another archer in front of bails or lean your bow against front of target. This indicates someone is behind the bails.

EXHIBIT D

# INDUSTRIAL INSURANCE COMPANY

## CERTIFICATE OF INSURANCE

NO. 4051

POLICY ISSUED TO
THE
NATIONAL FIELD
ARCHERY ASSOCIATION
OF THE UNITED STATES, INC.

ROUTE 2 BOX 514
REDLANDS, CALIFORNIA 92373

CERTIFICATE ISSUED TO
YOLO BOWMEN, INC.
c/o Elmer Wilson, Treasurer
720 Hunt Way
Davis, California 95616

COPY TO
COUNTY OF YOLO ADDITIONAL INSURED
Parks Department
292 West Beamer Street
Davis, California 95695

THE STATE OF CALIFORNIA AND THE 40th DISTRICT AGRICULTURAL ASSOC., THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES ADDITIONAL INSURED
~~292 West Beamer Street, Davis, Calif. 95695~~

Policy Number LG 783-3429 Certificate term from MARCH 1, 1979 to March 1, 1980

| COVERAGES | HAZARDS | LIMITS OF LIABILITY |
|---|---|---|
| (1) Bodily Injury Liability | Premises Operations | $1,000,000.00 ~~$ XXXXXX~~ each occurrence |
| (2) Property Damage Liability | Premises - Operations | $500,000.00 ~~$ XXXXXX~~ each accident |
| (3) Bodily Injury and Property Damage Combined | Personal Liability of NFAA Members (archery activities) | $ 25,000 each accident |

This is to certify that the policy described above has been issued by Industrial Insurance Company to the National Field Archery Association of the United States, Inc., and also provides insurance for the affiliated club named herein.

Premium $ 94.00

Number of members _____

Date of issue MARCH 20, 1979

INDUSTRIAL INSURANCE COMPANY
AGENT: FRANK G. SAINT INSURANCE
P.O. BOX 872
REDLANDS, CALIFORNIA 92373
PHONE (714) 793-2151

By _____

FRANK G. SAINT INSURANCE BR

EP108 R2 (2-78)

ORIGINAL

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## ADDITIONAL INSURED

"X" IN THE APPROPRIATE BOX INDICATES THE COVERAGE AFFORDED

[X] **Premises Leased to the Named Insured**

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the **named insured**, and subject to the following additional exclusions:

The insurance does not apply:

1. to any **occurrence** which takes place after the **named insured** ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

| Designation of Premises (Part Leased to Named Insured) | Name of Person or Organization (Additional Insured) | Premiums Bodily Injury Liability | Premiums Property Damage Liability |
|---|---|---|---|
| 4 Miles South of Davis, California on County Road 104 at Intersection with Tremont Road on Davis Communication Annex Park Site | County of Yolo, Parks Dept. | $9.00 | INCL. |
| | The State of California and the 40th District Agricultural Assoc., their officers, agents, servants and employees. | $9.00 | INCL. |

[ ] **Owner of Leased or Hired Automobiles**

It is agreed that the insurance is afforded for Bodily Injury and Property Damage applies subject to the following provisions:

1. The "Persons Insured" provision includes

but only as respects the following described automobiles

2. The insurance with respect to the person or organization named above applies only while such automobiles are in the care, custody or control of the **named insured**, an employee or agent of the **named insured** or a member of the family of the **named insured**, employee or agent.
3. The insurance with respect to the person or organization named above does not apply:
   (A) while the automobiles are in the care, custody or control of the person or organization, or
   (B) to ownership or liability arising or resulting from the maintenance, repair or servicing of such automobiles, by or at the direction of such person or organization.

*(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)*

*Effective* MARCH 1, 1979 *, this endorsement forms a part of Policy No.* LC 781-3429

*issued to* NATIONAL FIELD ARCHERY ASSOCIATION, CERTIFICATE NO. 4051, YOLO BOWMEN, INC.

*by* INDUSTRIAL INDEMNITY COMPANY

AUTHORIZED REPRESENTATIVE
FRANK G. SAINT INSURANCE

mg

LC 228 R4 (8/76)

BR

FILED

MAY 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-167

for

PUBLIC TRANSPORTATION SERVICE

in the

CITY OF WOODLAND

THIS AGREEMENT made and entered into this sixth day of May 1980 by and between the City of Woodland, hereinafter called City and the County of Yolo, hereinafter called County, both political subdivisions of the State of California.

RECITALS

1. The County of Yolo is a "Municipal Operation" under Section 99209 of the Public Utilities Code of the State of California.
2. The "COUNTY" is authorized under Section 99288 of the Public Utilities Code of the State of California to enter into a contract for the provision of public transportation service within a "CITY".
3. The "COUNTY" is authorized under Section 26002 of the Government Code of the State of California to manage, furnish, and operate public transportation services within a "CITY" and may cooperate with any "CITY" in so doing.
4. The "COUNTY" and "CITY" desire to exercise said authority by providing transit services within the "CITY", and desire to do so by this agreement.
5. The "COUNTY" and "CITY" has determined that it is in the general public interest to do so.
6. This agreement shall satisfy the requirements of Section 99288 of the Public Utilities Code, and the rules and regulations adopted by the Secretary of Business and Transportation Agency with the advice and consent of the State Transportation Commission under authority of Section 99241 (P.U.C.) and by the Sacramento Regional Area Planning Commission (SRAPC), pursuant to Section 99401 (PUC) making a portion of "CITY" funds available under the Transportation Development Act, as amended.

## A G R E E M E N T S

It is mutually agreed as follows:

A. LEVEL OF PASSENGER TRANSPORTATION SERVICE: In accordance with the terms and conditions of this Agreement, "COUNTY" agrees to maintain, repair, operate and manage passenger bus transportation facilities (including the furnishing of drivers) in accordance with the number of annual vehicle miles, hours of service, route, hours of operation, and frequency as specified in Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full. Said level of service shall continue to be provided by "COUNTY" until changed and a new Exhibit "A" is substituted.

B. CHANGES IN LEVEL OF SERVICE: All changes to Exhibit "A" shall be in writing and shall be effective from the date of written approval thereof by both parties hereto unless otherwise specified in said new Exhibit.

Changes are to be made as set forth below:

1. Emergency Adjustments - "COUNTY" acts unilaterally. In the event of an emergency which requires an adjustment in either routing or scheduling under circumstances where there is no opportunity for the parties to confer, "COUNTY" may unilaterally make such changes, provided, however, that the changes do not materially affect the level of service provided pursuant to Exhibit "A" then in effect, and provided further, that "CITY" will be notified immediately when such changes occur and shall have the opportunity to confer with "COUNTY" regarding said adjustment or modification caused by such emergency and to determine its effect upon the level of service and compensation as set forth in the then current Exhibits to this Agreement.

2. 10% Change in Level of Service - So long as the change does not come within the definition of "substantial" service level change, the level of service may be increased or decreased by an amount not to exceed TEN (10% PERCENT)

upon mutual agreement of "COUNTY" as represented by the County's Director of Public Works and "CITY" as represented by the City Manager. Any change in the level of service in excess of ten percent shall require the approval of the governing bodies of the parties to this Agreement, except as otherwise provided herein.

3. Substantial Service Level Changes - Substantial service level changes shall be deemed any change in the level of service rendered under this Agreement which requires a change in driver assignments but which is not a total cancellation of service.

a. Substantial Increase in Service; Notice; Mutual Agreement. An increase in the level of service which comes within the definition of "substantial change in service" maybe made by mutual written agreement upon condition that service of notice by "CITY" on "COUNTY" is given as specified in Paragraph "C" ninety (90) days in advance of the effective date of the increase in service. Said notice maybe waived by County's Director of Public Works.

b. Substantial Decrease in or Elimination of Service; Notice; "CITY" Acts Unilaterally. A unilateral decrease in level of service which comes within the definition of "substantial change in service" or elimination of service and termination of this agreement may be made by "CITY" by service of notice on "COUNTY" as specified in Paragraph "C" ninety days in advance of the effective date of the decrease in or elimination of service. Said notice maybe waived by County's Director of Public Works.

C. NOTICES: All notices, including Notice of Termination shall be given by certified mail to the following addresses:

CITY OF WOODLAND
City Council
City Hall
Woodland, CA 95695

COUNTY OF YOLO
Board of Supervisors
P.O. Box 1098
Woodland, CA 95695

D. CONSIDERATION: In accordance with the terms and conditions of this Agreement, "CITY" agrees to pay "COUNTY" on a monthly basis that sum of money specified in Exhibit "A" (i.e. net estimated cost divided by number of months in the service period) for the level of service specified in Exhibit "A". Payments are to change as level of service and rates are changed. The "CITY" is to receive credit for fares collected and retained by "COUNTY": as indicated in Exhibit "A".

The parties agree that all revenue generated from the collection of fares is to be retained by "COUNTY".

E. EXHIBIT "A": Exhibit "A" is to specify the service level, the rates and the total estimated cost to the "CITY" for such service.

Changes to Exhibit "A" shall be made in accordance with Paragraph "B".

As such changes are made, a substitute Exhibit "A" will be provided and incorporated herein by reference as if set forth herein in full.

F. STANDARD FARE TO APPLY: The standard fare structure shall be as established in Exhibit "A" attached hereto.

G. TERM: The term of this Agreement shall be from the 1st day of August, 1980 and continue in existence from year to year unless notice is given by either party as specified in Paragraph "C", ninety days before the effective date.

H. LIABILITY, INDEMNIFICATION: It is understood and agreed that claims for damages or liability occurring by reason of anything done or omitted to be done by "COUNTY" or "CITY" under this Agreement or in connection with the provision of bus services shall be processed in accordance with the terms of "JOINT POWERS AGREEMENT" (Yolo County Agreement #79-65) dated March 1, 1979, and as may be thereafter amended. A copy of that agreement, entitled "JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH A JOINT RISK MANAGEMENT PROGRAM AND TO PROVIDE

PROPERTY, WORKERS COMPENSATION, LIABILITY AND OTHER INSURANCE COVERAGES", is attached herein as Exhibit "B" and incorporated herein by reference as if set forth in full.

In the event of a claim for damages or injuries arising out of the operation of service pursuant to the terms of this agreement, the County shall be held responsible for the deductible in accordance with Article 16 of said agreement. Claims paid in an amount up to the deductible shall be included as a part of the cost of operating the system, and shall be based on actual costs paid to claimants.

I. EQUIPMENT: "CITY" agrees to provide one (1) passenger bus with a minimum capacity of fourteen (14) people and further agrees that all equipment used in carrying out this Agreement shall be in conformity with all applicable State and Federal statutes, rules and regulations pertaining to passenger bus service including accessibility.

Said buses shall be equivalent in quality and reliability to equipment used elsewhere in "COUNTY'S" Transportation System.

The "COUNTY" agrees to perform all maintenance on the buses including the provision of grease, oil, and all necessary parts and labor required to maintain the vehicle in a safe, reliable, and reasonably neat appearing condition. Maintenance will include washing the exterior and cleaning of the interior on a weekly basis. The inside will be swept daily as required to maintain a good appearance.

J. TELEPHONE SERVICE/PROMOTION: The County will provide route and time information as well as local news media advertising as necessary. These activities are intended to provide information to the general public and to promote the local passenger service.

The cost of this work is included in the estimate shown in Exhibit "A" and will be included as an "overhead" item or "supplies and services" item in the County's cost accounting system.

K. SIGNING: "COUNTY" agrees to make available at cost the following: street side bus stop signs, directional arrows and routing paraphenalia for each passenger loading and unloading station established with "CITY". "COUNTY" further agrees to make available to "CITY" replacements, at cost, for each of the said items to the extent that replacements will be required by reason of damage or deterioration. "CITY" agrees to bear all costs of installation at appropriate street side locations and relocations to be selected by City in consultation with County including all labor expenses, post, base, and sign plate installation.

"CITY" further agrees to bear all costs of furnishing and installing benches or shelters at locations to be selected by the "CITY", including the cost of labor and all materials.

L. EVALUATION: The "COUNTY" will submit a monthly report summarizing ridership, revenue and estimated costs to the "CITY". Problems will be highlighted along with suggested solutions. The report will also contain a criticism and evaluation of the system and service, along with recommended corrective action when appropriate. Ten copies of the report will be submitted to the City by the 15th day of the month following the reporting period.

The "COUNTY" will keep and maintain accurate and complete records in accordance with the uniform system of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243. The records will be kept in such detail and form so as to meet applicable State and Federal requirements including the Transportation Development Act as amended, and Section 15 of the Urban Mass Transportation Act.

The "COUNTY" will cooperate in the execution of at least two onboard surveys to the extent of providing necessary transportation and office facilities for the survey. It is understood that the personnel and material to conduct the survey will be provided by the "CITY".

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WOODLAND, a
Political Subdivision
of the State of California

By Harry Walker
Mayor

City Council

ATTEST: Jean Winnop
Jean Winnop, City Clerk

COUNTY OF YOLO, A
Political Subdivision of
the State of California

By Zunglo J. Thompson
Chairman

Board of Supervisors

ATTEST: Lyn Orser
Deputy

APPROVED AS TO FORM

By David T. Ramsey
City Attorney

City of Woodland

By
County Counsel

County of Yolo

EXHIBIT "A"

To

CITY OF WOODLAND-COUNTY OF YOLO AGREEMENT NO. 80-167

Date 5-6-80

Pursuant to paragraphs "A" and "B" of the Agreement for Public Transportation Service entered into on the 6th day of May, 1980, the following table hereby sets forth the level of service and estimated costs agreed to by Yolo County and the City of Woodland effective on the first day of August, 1980.

ESTIMATED SERVICE LEVEL AND COST

| Service Period | Route | Service Level (1) | Rates | Total Estimated Cost | Estimated Credits | Net Estimated Cost |
|---|---|---|---|---|---|---|
| 8/1/80 to 6/30/81 | "D" (3) (Woodland) | 36,800 mi<br>3,542 hrs | $ 0.448<br>$10.960 | $16,500<br>38,818<br>$55,318 | (Fare) (2)<br>$8,280 | $47,038 |

(1) Annual service level based on daily 6:00 a.m. to 6:00 p.m. one hour headway service except on Sundays, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

(2) The standard fare rate shall be $0.50 per single one-way passenger trip.

(3) Copy of fixed route "D" is attached as Exhibit A-1, and it is incorporated herein by reference.

Modifications to this service level shall be accomplished in the manner set forth in the above cited agreement.

The above table sets forth the estimated miles and hours along with estimated costs associated therewith. It is mutually agreed and understood the actual net cost of the service will be the basis for final compensation to County at the end of the fiscal year or termination of service. The determination of such costs will be in accordance with the uniform system of accounts and records adopted by the State Controller.

Ron A. Stevenson
CITY MANAGER
CITY OF WOODLAND

Lloyd H Roberts
DIRECTOR OF PUBLIC WORKS
COUNTY OF YOLO

# WOODLAND TRANSIT ROUTE

Route "D"/Exhibit A-1

Exhibit "B"

CITY OF WOODLAND

FIXED ROUTE PUBLIC TRANSIT PROGRAM

REVISED BUDGET

Assumptions:

a. The County of Yolo is designated as system operator

b. Only one bus is purchased (County to provide its own back-up)

c. Operation/budget period extends from August 1, 1980 through June 30, 1981

| | | |
|---|---|---|
| **Revenues** | | |
| Transportation Development Act (TDA)-SB 325 | | $34,304 |
| State Transit Assistance (STA)-SB 620 | | 60,914 |
| Fares * | | 8,280 |
| | Total Revenues | $103,498 |
| **Expenditures** | | |
| Capital: | | |
| 1 vehicle | | $29,180 |
| 1 radio unit | | 2,000 |
| 40 bus stop signs (@ $50) | | 2,000 |
| | Total Capital | $33,180 |
| Operations/Maintenance: | | |
| Estimated Operations/Maintenance costs ** | | $55,318 |
| Additional marketing, advertising, public relations expenses | | 5,000 |
| | Total Operations/Maintenance | $60,318 |
| | Contingencies/Reserve | $10,000 |
| | TOTAL EXPENDITURES | $103,498 |

* this is an estimate; fares are to be collected and retained by County but credited to system revenues

** from Exhibit "A" of proposed agreement with County

Exhibit "C"

CITY OF WOODLAND

FIXED ROUTE PUBLIC TRANSIT PROGRAM

COMPARISON OF LIFECYCLE

COSTS EXPECTED FROM VEHICLES BID

| | Wide One | Wayne Transette |
|---|---|---|
| Initial Capital Cost * | $ 27,253 ** | $ 26,575 |
| Estimated fuel costs (150,000 miles/$1.50 per gallon) | 25,000 (@ 9 mpg) | 30,000 (@ 7 mpg) |
| Estimated maintenance costs (150,000 miles) | 1,665 (@ $.0111/ mile) | 1,710 (@ $.0014/ mile) |
| TOTAL LIFECYCLE COST | $ 53,918 | $ 58,285 |

Difference of $4,367 expected over 150,000 mile vehicle life ($.0291/mile)

* sales tax not included

** includes 1% cash discount offered

BK

KAISER FOUNDATION HEALTH PLAN, INC.

FILED

THIS COPY TO BE SIGNED AND RETURNED, PLEASE

A Nonprofit Corporation
Northern California Region

Yolo County Agreement No. 80-168

MAY 29 1980

PETER McNAMEE, Clerk
By _____ DEPUTY

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT

Group No. 61-1030 (PERS Retirees)

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See enclosed "1980 Amendments", which include an Amendment to Section N of the Benefit Schedule.

The monthly payments are changed to those shown below.

RETIREES

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.
MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below:

| | | Total |
|---|---|---|
| **Basic Rate Structure** | | |
| Subscriber | $ 37.06 | $ 37.06 |
| Subscriber with one Family Dependent | Add $ 37.06 | $ 74.12 |
| Subscriber with two or more Family Dependents | Add $ 33.00 | $ 107.12 |
| **Variables to Basic Rate Structure** | | |
| For each dependent child age 19 to 24 in a family of four or more Members | Add $ 18.53 | |
| For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan. | Add $ -0- | |
| For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan: | | |
| Subscriber | Subtract $ 10.89 | |
| Subscriber's spouse (or child if there is no spouse) | Subtract $ 10.89 | |
| Other Family Dependents | Subtract $ 6.83 | |
| **LIMIT ON SUPPLEMENTAL CHARGES for calendar year 1980:** | | |
| For one Member of a Family Unit | $ 400.00 | |
| For two Members of a Family Unit | $ 800.00 | |
| For three or more Members of a Family Unit | $ 1,150.00 | |

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____ DEPUTY COUNTY COUNSEL

Executed at Oakland, California to take effect

Date Accepted MAY 27, 1980

as of July 1, 1980

Group YOLO COUNTY (Retirees)
Auditor's Office - Court House
Woodland, CA 95695

Date April 14, 1980

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By Tunyla J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS

By _____
Authorized Representative, Northern California

By _____

680 to H861 SS P/R MAT MH-C dr3 dep9+
M/R 26.17

KB

ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 80-169

DEPT. OF GEN. SERV. CONTROLLER

# CONTRACTOR'S COPY

AGREEMENT, made and entered into this [illegible] day of [illegible], 1979.

ie State of California, by and between State of California, through its duly elected or appointed,
ified and acting

FILED

AUG 5 - 1980

| E OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Deputy Director | DEPARTMENT OF ALCOHOL AND DRUG ABUSE | D-0061-9, A-1 |

ter called the State, and

COUNTY OF YOLO

ter called the Contractor.

PETER J. McNAMEE, Clerk
By Deborah Lee Kirkland

NESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State inafter expressed, does hereby agree to furnish to the State services and materials, as follows:

rth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain Agreement between this Department and the County of Yolo dated July 1, 1979 and approved by the Department of General Services on October 26, 1979:

Paragraph 1 is amended to read as follows:

"1. Contractor shall provide drug abuse services as described in Exhibit 'A-1', entitled 'Scope of Work', attached hereto and incorporated by this reference."

Paragraph 8 is amended to read as follows:

"8. Exhibit 'B-1', entitled 'budget', is attached hereto and incorporated by this reference."

APPROVED
Burt Cohn
Department of Finance
Budget Division

Paragraph 24 is amended to read as follows:

"24. The total amount payable by the State to the contractor under this Agreement shall not exceed $25,831.00."

e provisions on the reverse side hereof constitute a part of this agreement.
ITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| NCY<br>DEPARTMENT OF ALCOHOL AND DRUG ABUSE | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)<br>COUNTY OF YOLO |
| AUTHORIZED SIGNATURE)<br>[signature] | BY (AUTHORIZED SIGNATURE)<br>▷ Ivenia J. Thompson |
| LE<br>Deputy Director | TITLE<br>CHAIRMAN<br>BOARD OF SUPERVISORS |
| | ADDRESS<br>P. O. Box 1098<br>Woodland, California 95695 |

TINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY
Department of General Services
APPROVED
JUL 31 1980
BY [signature]
Asst. Chief Counsel

| AMOUNT ENCUMBERED | APPROPRIATION | FUND | |
|---|---|---|---|
| $ | Local Assistance | General | |
| UNENCUMBERED BALANCE | ITEM / CHAPTER | STATUTES | FISCAL YEAR |
| $ | 254(a) / 259 | 1979 | 1979-80 |
| AMT. INCREASING ENCUMBRANCE | FUNCTION | | |
| $6,000 | 409 Formula Grant | | |
| AMT. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT | | |
| $ -0- | 320-01-601 | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER
▷ [signature] | DATE 6/25/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1204 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY
▷ This agreement is NOT effective from Dept. of Finance approval. | DATE

EX1

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2. All other references made to Exhibit "B", shall be changed to read Exhibit "B-1".

3. Effective January 1, 1980, all references to the Department of Alcohol and Drug Abuse shall be changed to the Department of Alcohol and Drug Programs. Further, all references to the Division of Drug Abuse shall be changed to the Division of Drug Programs.

4. Effective July 1, 1979, the salary and fringe benefits for the original Mental Health Counselor I budgeted line item shall be changed. Effective March 15, 1980, the original budgeted line item for mileage shall be changed and new line items established for an additional Mental Health Counselor I, fringe benefits, and administration costs.

5. Except as hereinstated, all other terms and provisions shall remain in full force and effect.

SCOPE OF WORK

July 1, 1979 - June 30, 1980

Effective July 1, 1979, contractor shall provide one bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.

   1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.

B. Provide direct counseling and community program liaison services primarily to at least one hundred and twenty-five (125) Spanish-speaking persons involved in drug abuse-related problems.

   1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.

   2. The amount of duration of counseling will depend upon individual circumstances, but a minimum of 714 visits to clients will be made by the counselor.

C. Provide leadership and consultation to fifty (50) community and ten (10) school organizations regarding drug abuse treatment services and counseling, (500 Public contacts, 500 school contacts).

D. Be responsible for the product of twelve (12) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.

E. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.

F. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County.

Effective March 15, 1980, contractor shall provide a woman's counselor to provide counseling services and community organizational time for women drug abusers and:

A. Provide counseling for seven (7) women.

B. Co-lead a group with the Davis Free Clinic for women and it should involve at least seventy (70) community client contacts.

C. Provide consultation for the Women's Alternative Group (at least twelve (12) consultation contacts).

D. Establish a closer link between the program and the women's groups in Davis (fifteen (15) contacts).

BUDGET

July 1, 1979 - June 30, 1980

| Personnel | Prior Approved Amount | Adjustment | New Approved Amount |
|---|---|---|---|
| Mental Health Counselor I at 100% time for 12 months x $1,544/month | $ 19,021 | $ - 492 | $18,529 |
| Mental Health Counselor I at 14% time for 3-1/2 months x $227/month | -0- | + 797 | 797 |
| Fringe Benefits @ 27.27% (FICA, Retirement, Group Insurance, Unemployment Insurance, Work. Comp.) | -0- | + 5,271 | 5,271 |
| Total Personnel and Fringe Benefits | $ 19,021 | $ + 5,576 | $24,597 |
| **Operating Expense** | | | |
| Mileage for two Mental Health Counselor I's (July 1, 1979 - March 31, 1980 @ .17¢/mile and April 1, 1980 - June 30, 1980 @ .18-1/2¢/mile) | $ 810 | $ - 510 | 300 |
| Total | $ 19,831 | $ + 5,066 | $24,897 |
| Administrative Costs (Health Services Admin.) @ 3.75% | -0- | + 934 | 934 |
| TOTAL CONTRACT AMOUNT | $ 19,831 | $ + 6,000 | $25,831 |

STANDARD AGREEMENT — STD. 2 (REV. 10-72) APPROVED BY ATTORNEY GENERAL

BK

AMENDMENT

STATE AGENCY
DEPT. OF GEN. SV
CONTROLLER

YOLO COUNTY AGREEMENT NO. 80-170

THIS AGREEMENT, made and entered into this 1st day of April, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Project Number: 57-00575-03000-0-01

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Dept. of Public Instruction | California State Department of Education | CD-0860 |

hereinafter called the State, and

Yolo Co. Dept. of Public Welfare — General - CWD

hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

That Certain State of California Standard Agreement dated July 1, 1979 designated as number CD-0860, shall be amended in the following particulars, but no others:

. Item Number 5 (a) Cost and Payment:
The maximum amount payable pursuant to the provisions of this agreement shall be amended by deleting references to $2,825 therefore, and inserting $5,000 in place thereof.

FILED
NOV 19 1980
PETER McNAMEE, Clerk
By Ken Orsborn DEPUTY

RECEIVED
JUN 3 1980
Office of Child Development

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Norma Schaefer DEPUTY COUNTY COUNSEL

Except as amended herein, all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: State Department of Education | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo Co. Dept. of Public Welfare |
| BY (AUTHORIZED SIGNATURE): William D. Whiteneck | BY (AUTHORIZED SIGNATURE): Linda J. Thompson |
| TITLE: William D. Whiteneck, Deputy Superintendent for Administration | TITLE: CHAIRMAN BOARD OF SUPERVISORS |
| (CONTINUED ON ____ SHEETS EACH BEARING NAME OF CONTRACTOR) | ADDRESS: P. O. Box 1098, WOODLAND, CALIFORNIA 95695 |

Department of General Services Use ONLY

| AMOUNT ENCUMBERED | APPROPRIATION | FUND |
|---|---|---|
| $ (see above) | Child Development Programs | General |
| UNENCUMBERED BALANCE: $ Fund Avail | ITEM: 328-a / CHAPTER: 259 | STATUTES: 1979 / FISCAL YEAR: 1979-80 |
| ADJ. INCREASING ENCUMBRANCE: $ 2,175 | FUNCTION: 03080 | |
| ADJ. DECREASING ENCUMBRANCE: $ | LINE ITEM ALLOTMENT: 300 | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER | DATE: JUN 16 1980

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this agreement is exempt from review by the Department of Finance.

SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY: Gordon E. Ogilvie | DATE: June 14, 1980

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem unless otherwise expressly so provided.

b. Reimbursement for services provided under this Agreement shall not exceed the direct costs incurred in providing child care/development services as defined in this Agreement. Up to a maximum of $1.36 per hour for children two years and older, and a maximum of $1.62 per hour for infants is allowed.

c. Reimbursement shall be made only for actual child care provider's fees and audit report costs. All other costs shall be claimed through the Department of Social Services, Administrative Expense Claims.

d. Payment by State shall not preclude a subsequent determination that all or a portion of such claims was disallowable. Within sixty (60) days after receipt of notification of a disallowed claim count, the contractor shall either (a) make repayment, or (b) notify the Office of Child Development of an exception to the disallowance.

6. TERMINATION

If funds provided by the Office of Child Development are insufficient for the provision of services by contractor for the entire term of this Agreement, contractor may, at such time as funds are exhausted, terminate its services as directed in the Department Social Service Regulations, Eligibility and Assistance Standards, Division 30 Section 30-302.5, and the Office of Child Development Guidelines.

7. CONTRACTOR RESPONSIBILITIES

The contractor agrees that all acts performed and services rendered under this Agreement shall be pursuant to, and in accordance with, applicable federal and state laws, regulations, guidelines, and standards. The contractor agrees:

a. To develop a County Plan for the purpose of delivering child care and development services in compliance with conditions set forth by the State Department of Social Services Comprehensive Annual Services Program Plan.

b. To provide child care and development services to all eligible children regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.

c. To reimburse child care and development services costs defined in Education Code Section 8211 for eligible children of current recipients and income eligible families who qualify for reimbursement under Federal Social Services Regulations and the California Comprehensive Annual Services Program Plan.

d. To provide a payment system for child care and development services to eligible families or child care providers. The system shall include authorizing and processing of child care payments, making Federal Interagency Day Care Requirements (FIDCR) assessments of facilities where care is provided, and other services as necessary to meet the objectives of this Agreement.

e. To submit within 15 days of the end of each quarter a claim on a form provided by the Office of Child Development for all reimbursable expenses paid by contractor the preceeding quarter. (With the exception of the second quarter report, which is due 10 days after the quarter ends.)

f. To maintain a current record of children served and report the total costs paid under this Agreement as required by the State. The record shall include identification of service need, family income group, family public assistance identification numbers, the enrollment and attendance of each child in each type of child care delivery system covered by this Agreement, and other essential data as required by the Office of Child Development.

g. To provide care in the following types of facilities: (check facilities to be used)

(1) Child's own home-care provided by persons who are directly responsible to the caretaker relative [X]

(2) Licensed group care homes [X]

(3) Licensed family child care homes [X]

(4) Licensed nursery schools, day care, or child development centers [X]

(5) Other (please describe fully) [X]

Respite care for children for parents who are ill, overwhelmed, or otherwise temporarily unable to provide full time care for their children;
Child care services to children whose parents are entolled in independent/non-WIN training programs;

Child day care services in other situations because of other special needs of the child or of his/her parents.

---

h. To submit a financial audit to the Department of Education by September 30, 1980, on the child care and development services provided pursuant to this agreement. An audit by the county auditor shall be acceptable.

8. INTERPRETATION OF CONTRACT

In the event of a conflict between the contractor and the State Department of Education regarding the interpretation of the laws and regulations governing this Agreement, the State Department of Education interpretation shall govern. The State Department of Education retains the right to monitor and review records pertaining to the county's expenditure control and payment system.

9. COMMUNICATIONS

For any communication regarding this Agreement contact:

a. Office of Child Development Assigned Consultant
State Department of Education
1500 - 5th Street
Sacramento, CA 95814
(916) 322-6241

b. County: Yolo

Contact Person: Del Zeiger, Program Manager

Address: P. O. Box 531, Woodland, CA 95695

Phone: 666-8491, Ext. 226

EXHIBIT A

RULES AND REGULATIONS FOR COUNTY WELFARE DEPARTMENTS

Title XX of the Social Security Act

Title 45 Code of Federal Regulations, Part 228

California Education Code Sections 8200 et. seq.

Office of Child Development Guidelines and any subsequent changes or addenda

Office of Child Development's Family Child Care Agency Assessment

Fiscal Compliance Review (Phase II)

Funding Terms and Conditions for Child Development Programs

Welfare and Institutions Code, Part 2 of Division 9

Federal Interagency Day Care Requirements

EXHIBIT D

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

STD. 3 (4/77)

Agen

AMENDMENT

EXHIBIT C

BUDGET, 1979-80

A separate budget must be completed and submitted to the Office of Child Development for each type of program, and a copy maintained in agency files. It is understood that this is an estimate that will be subject to periodic changes throughout the term of the contract.

INSTRUCTIONS:

1. Indicate SDE contract amount and the budgeted expenditures in the various account classifications. Total at bottom of Column 1 may not exceed SDE contract amount.

2. Indicate planned expenditures of all budgeted other income including donations, rent subsidy, county child care maintenance of effort, special food reimbursement, fees, or any other income.

3. For contractors operating center and satellite programs, complete two budgets, one budget exhibit for the center based care and one budget for Family Day Care satellites.

Please refer to special State Department of Education Instructions on claiming indirect costs, use allowance, or depreciation.

TYPE OF PROGRAM (Check one only.)

___ General Child Care
___ School-Age Parenting
___ Campus Child Care
___ Migrant Child Care

Alternative Child Care (Check one only.)

___ Center Based Care
___ Family Day Care
X Vendor Payment
___ Resource and Referral

SDE CONTRACT AMOUNT

$ 5,000 6/6/80 EW

Tel call to Del Zeyn $1.

INCOME SOURCE

| | |
|---|---|
| Donations | $ |
| Food Reimbursement | |
| Rent Subsidy | |
| Maintenance of Effort | |
| 12.5% Match (applicable to campus programs only) | |
| Parent Fees | |
| Other | |
| TOTAL | $ |

| | | (1) Child Development program expenditures | (2) Other planned expenditures |
|---|---|---|---|
| 1000 | ADMIN. AND TEACHING STAFF--TOTAL | $ | $ |
| | 1100 Teachers' salaries | | |
| | 1200 School administrators' salaries | | |
| | 1300 Supervisors' salaries | | |
| | 1600 Physical and mental health personnel salaries | | |
| | 1900 Other salaries | | |
| 2000 | OTHER PERSONNEL--TOTAL | | |
| | 2100 Assistant Teachers' and Aides' Salaries | | |
| | 2200 County Superintendent and School District Classified Salaries | | |
| | 2300 Clerical and Other Office Salaries | | |
| | 2400 Maintenance and Operations Salaries | | |
| | 2500 Food Service Personnel Salaries | | |
| | 2600 Transportation Mrs. Salaries | | |
| | 2900 Other Classified Salaries | | |

AMENDMENT

Agency _____

| | | (1) Child Development program expenditures | (2) Other planned expenditures |
|---|---|---|---|
| 3000 | EMPLOYEE BENEFITS--TOTAL | $ | $ |
| | 3100 State Teachers' Ret. System and Annuity Fund | | |
| | 3300 Old Age, Surv., Disability, and Health Insurance. | | |
| | 3410 Health and Welfare Benefits Teachers and Instructional Aides | | |
| | 3420 Health and Welfare Benefits for all Other Employees | | |
| | 3500 State Unemployment Insurance | | |
| | 3600 Worker's Compensation | | |
| | 3900 Other Benefits | | |
| 4000 | BOOKS, SUPPLIES AND EQUIPMENT REPLACEMENT TOTAL | | |
| | 4100 Textbooks | | |
| | 4200 Other Books | | |
| | 4300 Instructional Supplies | | |
| | 4400 Instructional Media Material and Supplies | | |
| | 4500 Other Supplies | | |
| | 4600 Pupil Transportation Supplies | | |
| | 4700 Food Services | | |
| | 4710 Food | | |
| | 4790 Other Food Services | | |
| | 4800 Equipment Replacement | | |
| 5000 | CONTRACTOR SERVICES & OTHER OPERATING EXP. TOTAL | | |
| | 5100 Contracts for Personal Service | | |
| | 5200 Travel, Conference, and Other Expenditures | | |
| | 5300 Dues and Membership | | |
| | 5400 Insurance | | |
| | 5410 Property Insurance | | |
| | 5420 Liability Insurance. | | |
| | 5430 Fidelity Bond Premium | | |
| | 5440 Pupil Insurance | | |
| | 5500 Utilities and Housekeeping Services | | |
| | 5600 Contracts, Rents, and Leases. | | |
| | 5610 Contracts | | |
| | 5620 Rents. | | |
| | 5630 Leases | | |
| | 5700 Legal, Election and Audit Expense | | |
| | 5710 Legal. | | |
| | 5730 Audit. | | |
| 6000 | SITES, BUILDING, EQUIPMENT--TOTAL | | |
| | 6100 Sites and Improvement of Sites | | |
| | 6200 Buildings and Improvement of Buildings | | |
| | 6400 Instructional Equipment | | |
| | 6430 Food Service Equipment | | |
| | 6490 All Other Equipment | | |
| Indirect Costs--Approved Restricted Rate ____% | | | |
| Facility/Equipment Use Allowance | | | |
| Depreciation | | | |
| TOTALS | | $ | $ |

B/C

FILED

MAY 29 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 80-171

(Amendment to Agreement 79-463 for Service with Diogenes, Inc.)

THIS AMENDMENT OF SERVICE AGREEMENT is made on May 27, , 1980, between the County of Yolo, a political subdivision of the State of California, and Diogenes, Inc.

WITNESSETH

WHEREAS, the County and Diogenes, Inc. desire to amend Agreement No. 79-463 to allocate additional funds which are available from the County Justice System Subvention Program; and

WHEREAS, Diogenes, Inc. requires $500.00 (five hundred dollars) for painting of their facilities and $500.00 (five hundred dollars) for completion of a survey of service needs for juveniles in Yolo County;

NOW, THEREFORE, IT IS AGREED THAT Agreement No. 79-463 shall be amended as follows:

1. Section II B. is amended to read:

II.B. The County of Yolo shall pay Diogenes, Inc., the total sum of $12,486.00 (twelve thousand four hundred eighty-six dollars) in four (4) quarterly payments as follows: $2,871.50 (two thousand eight hundred seventy-one and 50/100 dollars) for the quarter ending September 30, 1979;$2,871.50(two thousand eight hundred seventy-one and 50/100 dollars) for the quarter ending December 31, 1979; $2,871.50 (two thousand eight hundred seventy-one and 50/100 dollars) for the quarter ending March 31, 1980; and $3,871.50 (three thousand eight hundred seventy-one and 50/100 dollars) for the period ending June 30, 1980. Payment will be made upon the rendition of the claim by Diogenes, Inc. at the end of each quarter.

2. Except as set forth in this amendment of service agreement, all the provisions of Agreement No. 79-463 shall remain unchanged and in full force.

IN WITNESS THEREOF, the parties hereto have executed this lease agreement the day and year first written above.

COUNTY OF YOLO,

By: _____
Chairman of the Board of Supervisors County of Yolo
State of California

DIOGENES, INC.,

By: _____

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

FILED BK

JUN - 4 1980

PETER McNAMEE, Clerk

By [signature] DEPUTY

Agreement No. 80-172

(Agreement to Purchase/Sell a Vehicle)

THIS AGREEMENT, made and entered into this 3rd day of June, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a non-profit Corporation, hereinafter referred to as PURCHASER.

W I T N E S S E T H:

RECITALS:

1. PURCHASER provides services to COUNTY under Agreement No. 79-459.
2. PURCHASER requires the use of a van to provide transportation through the elements of the Community Residential Treatment System for the patients of that system.
3. If PURCHASER did not provide the transportation services, COUNTY would.
4. COUNTY'S Mental Health Program owns a van of the type required by PURCHASER, purchased with State funds.
5. Therefore, COUNTY and PURCHASER desire to enter into an agreement to buy/sell the van, Serial No. 601CGD26A7132870.

AGREEMENTS: COUNTY, in consideration of PURCHASER'S promises contained in hereinafter recited agreements, and PURCHASER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. COUNTY hereby agrees to sell and PURCHASER agrees to buy a van, Serial No. 601CGD26A7132870, for the promise to perform the herein contemplated transportation of Community Residential Treatment System clients and the purchase price of $1.00 to be remitted to the Yolo County Health Service Agency Fiscal Control staff upon execution of this agreement in exchange for the fully executed pink slip for the van.
2. PURCHASER will be responsible for all required maintenance to keep the vehicle in serviceable condition, insurance, and licensing.
3. Liability:

a. PURCHASER agrees to defend, indemnify, and hold COUNTY harmless from any action or claim of liability arising from the operation or ownership of this vehicle under this agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PURCHASER shall purchase and maintain for the duration of this Agreement, Public liability insurance in a sufficient amount to cover the uses of the van, specifically naming COUNTY as a co-insured party thereto for all purposes.

4. PURCHASER agrees to hold COUNTY harmless from any claim or liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services System Manual. This shall include, but is not limited to: (1) any order that COUNTY pay any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money; as result of PURCHASER'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State or Local Law, regulation or ordinance made applicable thereby.

PURCHASER agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

5. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by parties

or their successors in office or interest.

6. COUNTY shall have the right to reclaim the van for the purchase price of $1.00 should PURCHASER cease within 21 years of execution of this agreement to use the van for the herein recited purposes. PURCHASER hereby agrees for itself, heirs. assigns, or successors in interest, to execute and deliver the pink slip for the van upon COUNTY'S presentation of the purchase price of $1.00.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a poltical subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

PETER MCNAMEE, CLERK

BY _____
DEPUTY

YOLO COMMUNITY CARE CONTINUUM, a private non-profit Corporation

BY _____

_____

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED

JUN 24 1980

PETER McNAMEE, Clerk
By [signature] DEPUTY

AGREEMENT NO. 80-173

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of JUNE, 1980, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Widening and Overlaying County Road 104 from 0.26 Mile North to 0.13 Mile South of County Road 32A.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Intersection Improvements at C.R. 104 (Mace Blvd.) and C.R. 32A

(Plan Index No. 104.51 THRU 104.55 . (WO # 4327 )

Approved 5-5-'80 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of Notice to Proceed and for its completion to be within Forty Five (45) working days next after the actual date of commencement, and further promises and agrees with the said Contractor to employ, and does hereby do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

| Item No | Description | Estimated Quantity | Unit Figures (In Figures) | Total Price (In Figures) |
|---|---|---|---|---|
| 1 | Clearing and Grubbing | L. S. | 7,054.00 | 7,054.00 |
| 2 | Roadway & Excavation | 440 C.Y. | 27.00 | 11,880.00 |
| 3 | Ditch Excavation | 90 C.Y. | 8.00 | 720.00 |
| 4 | Imported Borrow (In Place) | 1930 C.Y. | 19.00 | 36,670.00 |
| 5 | Aggregate Base (Class 2, 3/4"Max.) | 620 TONS | 11.00 | 6,820.00 |
| 6 | Paving Asphalt (AR-4000) | 55.40 TONS | 27.00 | 1,495.80 |
| 7 | Aggregate (Type 'B', Medium, A.C.) | 923 TONS | 27.00 | 24,921.00 |
| 8 | Asphaltic Emulsion (SS-1) | 4.20 TONS | 500.00 | 2,100.00 |
| 9 | Liquid Asphalt, Prime Coat (SC-250) | 1.4 TONS | 590.00 | 826.00 |
| 10 | Asphaltic Dike (0.5') | 580 L.F. | 4.00 | 2,320.00 |
| 11 | 22" x 13" C.S.P.Arch. | 20 L.F. | 28.00 | 560.00 |
| 12 | 8" C.S.P. | 15 L.F. | 21.00 | 315.00 |
| 13 | Storm Drain Inlet (Type-C) | 1 EA | 1,030.00 | 1,030.00 |

TOTAL BID ITEMS ... 96.711.80

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED AS TO FORM:

(County Counsel)

COUNTY OF YOLO

BY Leigh J. Thompson
Chairman of the Board of Supervisors

ATTEST: BOARD OF SUPERVISORS
PETER McNAMEE, Clerk
By Nora Cartwright, Deputy
YOLO

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager

P. O. Box 150
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. B.

BOND NO. BND 217 55 03

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, TEICHERT CONSTRUCTION, as Principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a Corporation organized and existing under the laws of the State of NEW JERSEY, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE AND 90/100s---------- DOLLARS ($48,355.90), (Not less than 50% of the total contract price) in lawful money of the United State of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

INTERSECTION IMPROVEMENTS AT COUNTY ROAD 104 (MACE BLVD.) AND COUNTY ROAD 32 A

(Plan Index No. 104-51 TO 104-55) Work Order No. 4327

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

FILED

JUN 24 1980

PETER McNAMEE, Clerk

By [illegible] DEPUTY

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 9TH day of JUNE, 1980.

TEICHERT CONSTRUCTION

WITNESS: By:

Attorney-in-fact

"Principal"

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

"Surety".

Approved as ~~to form~~:

By:

Attorney~~XXXXXXXXX~~

AMY ANNE BEATTIE

STATE OF CALIFORNIA
County of Sacramento

On the 9th day of June in the year One Thousand Nine Hundred and Eighty, before me Everett R. Wilson, a Notary Public in and for the County of Sacramento, personally appeared Amy Anne Beattie known to me to be the person whose name is subscribed to the within instrument as the Attorney-~~XXXXXXX~~ of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, and acknowledged to me that he subscribed the name of the TEICHERT CONSTRUCTION thereto, as principal and his own name as Attorney-~~XXXXXXX~~.

Notary Public in and for the

County of

State of California
My Commission Expires

(Seal)

EVERETT R. WILSON
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires February 19, 1983

BOND NO. BND 217 55 03

FILED

JUN 24 1980

PETER McNAMEE, Clerk
By Dena Coleman Ackland DEPUTY

# PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, TEICHERT CONSTRUCTION

Principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a Corporation, organized and existing under the laws of the State of NEW JERSEY, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE AND 90/100s----------

DOLLARS ($48,355.90) (not less than 50 % of the total contract prive) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly descirbed in the plans, detailed drawings and specifications entitled

INTERSECTION IMPROVEMENTS AT C.R. 104 ( MACE BOULEVARD)

AND C. R. 32 A

(Plan Index No. 104-51 THRU 104-55) W.O. 4327

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 9TH day of JUNE, 1980.

TEICHERT CONSTRUCTION

WITNESS: By _____

_____ By _____
Attorney-in-fact

"Principal"

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
"Surety"

Approved as to form:

_____ By _____
Attorney for Entity Attorney-~~XXXXXXXX~~
AMY ANNE BEATTIE ok c/mlsdak

On this 9th day of June in the year One Thousand Nine Hundred and Eighty, before me, Everett R. Wilson, a Notary Public in and for the County of Sacramento, personally appeared Amy Anne Beattie known to me to be the person whose name is subscribed to the within instrument as the Attorney-~~XXXXXX~~ of the FIREMEN'S INSURANCE COMPANY OF NEWARK, N.J., and acknowledged to me that he subscribed the name of the TEICHERT CONSTRUCTION, thereto as Principal and his own name as Attorney-~~XXXXXXX~~.

_____
Notary Public in and for the
County of _____

(Seal)

State of California
My Commission Expires _____

EVERETT R. WILSON
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires February 19, 1983

ARTHUR J. GALLAGHER & CO.

The Tower, Golf Road, Rolling Meadows, Illinois 60008 • 312/640-8500

# CERTIFICATE OF INSURANCE

In accordance with authorization granted

BY EMPLOYERS REINSURANCE CORPORATION

Hereinafter called "Underwriters"

This is to verify to

County of Yolo
Dept. of Public Works
292 West Beamer
Woodland, California 95695

That the underwriters have issued to

A. TEICHERT & SON, INCORPORATED
DBA: TEICHERT CONSTRUCTION

Policy of insurance no. C22009 For the period beginning at 12:01 A.M.

On the 1st day of January 19 80 And ending at 12:01 A.M.

On the 1st day of January 19 81 Standard time at the place of issue.

Insuring said assured for WORKERS' COMPENSATION STATUTORY LIMITS
EMPLOYERS' LIABILITY

JOB: INTERSECTION IMPROVEMENTS AT COUNTY ROAD 104 (MACE BLVD.)
AND COUNTY ROAD 32

THE LIMITS OF LIABILITY CONTAINED IN SAID POLICIES ARE AS FOLLOWS:

$5,000,000. - EXCESS OF $100,000. - SELF-INSURED RETENTION

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the assured and the underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we the undersigned, will endeavor to give ten (10) days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the underwriters.

SIGNED AT ROLLING MEADOWS, ILLINOIS, THIS 31st DAY OF December 19 79

ARTHUR J. GALLAGHER & CO

BY Vincent W. Dreano

A 205

ARTHUR J. GALLAGHER & CO. — SACRAMENTO

1451 River Park Drive, P.O. Box 254917, Sacramento, California 95825 • 916/929-3600 • Telex 37-7328

# CERTIFICATE OF INSURANCE

| Name and address of party to whom this certificate is issued | Name and address of insured |
|---|---|
| County of Yolo<br>Dept. of Public Works<br>292 West Beamer<br>Woodland, California 95695 | A. Teichert & Son, Inc.<br>DBA: Teichert Construction Co.<br>P.O. Box 15002<br>Sacramento, California 95813 |

Location of operations to which this certificate applies

JOB: INTERSECTION IMPROVEMENTS AT COUNTY ROAD 104 (MACE BLVD.) AND COUNTY ROAD 32

This is to certify that policies of insurance described below have been issued to the insured named above and are in force at this time

| COVERAGE | LIMITS OF LIABILITY | COMPANY & POLICY NO | POLICY PERIOD |
|---|---|---|---|
| General Liability | 1,000,000. | Centennial #462-02-09-01 | 4/1/80-83 |
| Automobile Liability | 1,000,000. | Centennial #462-02-09-01 | 4/1/80-83 |

REMARKS Limits shown inclusive of $100,000. - Per Occurrence Self Insured Retention

10 WRITTEN NOTICE OF CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER days

This Certificate of Insurance does NOT amend, extend or otherwise alter the Terms and Conditions of Insurance contained in the policies identified above

DATE 6/9/80

BY Vincent W. Sisani

ARTHUR J. GALLAGHER & CO.

B12

Yolo County Agreement No. 80-174

# CONTRACT

This Contract is between Yolo County Planning Department, hereinafter referred to as Client, and LOWRY & ASSOCIATES and/or LOWRY TESTING LABORATORIES, hereinafter referred to as LOWRY, for professional services to be provided by LOWRY on the YOLO COUNTY ADMINISTRATION COMPLEX 3rd and Court Streets, Woodland, California.

LOWRY will render these professional services and Client will compensate LOWRY in accordance with the proposal letter dated April 11, 1980, attached hereto, which is hereby incorporated in full by this reference.

**1. Professional Services**

The Client recognizes the inherent risks connected with construction. In performing professional services, LOWRY will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality. It is understood that no warranty, either expressed or implied, is provided.

**2. Limitation of Liability**

The Client agrees to limit any and all claims for damages, costs of defense or other expenses or claims of liability or damages of whatever type which are sought to be levied against LOWRY as the result of alleged negligent professional acts, errors and omissions on LOWRY's part, such that the total aggregate liability of LOWRY to the Client will not exceed $50,000 or LOWRY's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the owner (in the event the Client is not the owner), the contractor and his subcontractors a like agreement as to the limitation of liability of LOWRY on account of any damages suffered by the owner or contractor or subcontractors allegedly arising from LOWRY's negligent professional acts, errors or omissions. In the event the Client fails to obtain a like agreement as to the limitation of liability of LOWRY, any liability of the Client and LOWRY to such contractor or subcontractor shall be allocated between the Client and LOWRY in such a manner that the aggregate liability of LOWRY to all parties, including the Client, shall not exceed $50,000 or the amount of LOWRY's fee, whichever is greater.

**3. Claims by Client**

In the event the Client makes a claim or brings any action against LOWRY for any act arising out of the performance of his professional services, and the Client fails to prove such claim or action, then the Client shall pay all legal and other related costs and expenses incurred by LOWRY in defense of such claim or action.

**4. Warranty of Authority to Sign**

The person signing this contract warrants he is an officer and/or director of the corporation or a partner of the partnership or owner of the sole proprietorship and that he has authority to sign on behalf of the Client for whose benefit LOWRY's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty a reasonable attorney's fee shall be included in any judgment rendered.

**5. Samples**

All samples will be disposed of, or destroyed upon completion of testing unless you advise us otherwise. Upon request, we will deliver samples to you, charges collect, or we will store them for you for an agreed storage charge.

FILED

PETER McNAMEE, Clerk

By _____

DEPUTY

**6. Payment**

Invoices for our services will be submitted at our option, but not more than once a month. Invoices will be mailed to the Client and will be due immediately, but will not be delinquent if paid on or before the 45th day from the date of the billing. If payment is not so made, a FINANCE CHARGE will be due on the amount of the invoices at the rate of one and one half percent (1½%) per month on the unpaid balance from the date of the invoice until the same is paid. If the account becomes delinquent, all costs and expenses incurred by LOWRY to effect collection thereof shall be paid by the Client.

**7. Liability**

LOWRY carries workmen's compensation insurance and public liability insurance for bodily injury and property damage which may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth in Paragraph 2. Certificates of coverage will be furnished upon request. LOWRY assumes the risk of damage caused by our personnel to our supplies and equipment. If the Client wishes to place greater responsibilities upon LOWRY or requires further insurance coverage, LOWRY if specifically directed, by the Client, will take out additional insurance (if procurable) to protect LOWRY, at the Client's expense; but, LOWRY shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of LOWRY's insurance.

**8. Mediation-Arbitration of Disputes**

Client agrees to submit any claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement or any breach thereof or any claim of any error or omission or professional liability on the part of LOWRY to a final and binding arbitration decision by a mediator-arbitrator agreed to by the parties. If a mediator-arbitrator cannot be agreed to by the parties then such arbitrator shall be chosen by the procedure specified in California Code of Civil Procedure Section 1281.6 or its statutory successor. The mediator-arbitrator shall have authority to determine all questions relating to the dispute including all procedural matters. The decision of the mediator-arbitrator shall be final and binding on all parties. The purpose of this mediation-arbitration procedure is to resolve any dispute that may arise between any of the parties to this agreement in a swift, economic and expert manner and the mediator-arbitrator is hereby given broad discretionary powers in order to accomplish this purpose. The agreement to arbitrate is specifically enforceable under Section 1281.2 of the Code of Civil Procedure of the State of California and shall be governed by Sections 1280 through 1294.2 (excluding Section 1283.05) of the California Code of Civil Procedure.

| CLIENT by | LOWRY by |
|---|---|
| Twyla J. Thompson | |
| Twyla J. Thompson | |
| CHAIRMAN, BOARD OF SUPERVISORS<br>P. O. Box 1098<br>Woodland, California 95695 | THOMAS G. CONNELLY |
| PRINTED OR TYPED NAME | PRINTED OR TYPED NAME |
| June 4, 1980 | April 11, 1980 |
| DATE | DATE |

APPROVED AS TO FORM
CHARLES D. MARK
COUNTY COUNSEL

LOWRY TESTING LABORATORIES
PHYSICAL TESTING & INSPECTION

January, 1980

# SCHEDULE OF FEES FOR ENGINEERING AND TECHNICAL SERVICES

## BASIS OF CHARGES

| | |
|---|---|
| Technician | $ 23.50 per hour |
| Senior Technician/Laboratory Technician | 30.00 per hour |
| Engineer/Geologist | 46.75 per hour |
| Project Engineer/Geologist | 53.00 per hour |
| Senior Engineer/Geologist | 59.00 per hour |
| Supervision of technical work, per hour of technician time (including travel time) | 2.50 per hour |
| Mileage by auto or pickup | 0.38 per mile |
| Engineering and Technical Services including travel time and mileage are charged portal to portal at the applicable rates. | |
| Subsistence and Lodging | Cost |
| Equipment rental, freight and special materials | Cost + 15% |
| Services by associate firms | Cost + 15% |
| Premium Charges: add to applicable basic rate | |
| Overtime | 7.50 per hour |
| Sundays and Holidays | 15.00 per hour |

"Special Tests" and other technical work necessitating use of technician and other equipment to be charged on the basis of special quotation.

| | |
|---|---|
| Principal/Consultant | Quotation |

P.O. BOX 13340 • SACRAMENTO, CALIFORNIA 95813 • AREA 916 929-9012

LOWRY TESTING LABORATORIES
PHYSICAL TESTING & INSPECTION

January 1980

# MATERIAL TESTING FEES FOR CONCRETE

| | |
|---|---|
| Concrete Mix Design or Review of submitted design (does not include testing of aggregates) | $ 70.00 each |
| Laboratory Trial Batch (does not include test specimens) | 165.00 each |
| **Compression Tests** | |
| 6" x 12" concrete cylinders, ASTM C39 | 10.00 each |
| 6" x 12" shotcrete cylinders | 20.00 each |
| 3" x 6" lightweight insulating concrete cylinders ASTM C495 | 12.50 each |
| 2" x 2" x 2" cubes | 11.50 each |
| **Specimens Received, Processed and Cured, BUT NOT TESTED** | |
| 6" x 12" concrete cylinders | 9.00 each |
| 6" x 12" shotcrete cylinders | 19.00 each |
| 3" x 6" lightweight insulating concrete cylinders | 11.50 each |
| 2" x 2" x 2" cubes | 10.50 each |
| Concrete Beams | 24.00 each |
| Flexural Strength, concrete beams, ASTM C78 | 25.00 each |
| **Unit Weight of Hardened Concrete** | |
| 6" x 12" cylinder, Air Dry - ASTM C567 | 23.00 each |
| 3" x 6" cylinder, Oven Dry - ASTM C495 | 23.00 each |
| Splitting Tensile Test, ASTM C496 | 20.00 each |
| Drying Shrinkage Trial Batch, ASTM C157 or CTM No. 530 with three reference shrinkage bars | 330.00 each |
| Laboratory Shrinkage Measurements (each bar) | 35.00 each |
| Schmidt Hammer Determination, ASTM C805 (technician and equipment) | 30.00 per hour |
| Windsor Probe Determination, ASTM C803 (technician and equipment) | 35.00 per hour |
| Windsor Test Probes (per set of three) | 30.00 each |
| Concrete Coring (equipment + crew) | 60.00 per hour |
| Bit Charges: 2" core x 4" length or less | 50.00 each |
| 4" core x 8" length or less | 60.00 each |
| 6" core x 12" length or less | 70.00 each |
| 8" core x 16" length or less | 80.00 each |
| Core trimming by diamond sawing | 11.50 per trim |
| Compression test on core specimen | 17.50 each |

P.O. BOX 13340 • SACRAMENTO, CALIFORNIA 95813 • AREA 916 929-9012

LOWRY TESTING LABORATORIES
PHYSICAL TESTING & INSPECTION

January, 1980

# MATERIAL TESTING FEES FOR STEEL

## REINFORCING STEEL - ASTM A615

| | |
|---|---|
| Tensile and Cold Bend Test | |
| Sizes up to No. 7, Grade 40<br>No. 6, Grade 60 | $ 25.00 each |
| Sizes from No. 8 thru 11, Grade 40<br>No. 7 thru 10, Grade 60 | 30.00 each |

Quotation on request for larger sizes and Grade 75

## STRUCTURAL STEEL - ASTM A36

| | |
|---|---|
| Tensile and Cold Bend Test | |
| Thickness up to and including 3/4" | 25.00 each |
| Thickness larger than 3/4" | 30.00 each |

Quotation on request for other grades of steel

## WELDER QUALIFICATION

| | |
|---|---|
| Guided Bend Test, face or root | 17.50 each |
| Side Bend Test | 17.50 each |
| Free Bend Test | 17.50 each |
| Tensile Test (reduced section) | 25.00 each |
| Macroetch Test | 25.00 each |
| Fracture Test | 17.50 each |
| T Bend Test | 35.00 each |
| Notch Test | 17.50 each |

Test Specimen Preparation, charged at applicable technician rate

| | |
|---|---|
| Machining of Test Specimen | Cost + 15% |
| Ultrasonic Inspection (Technician and equipment) | 40.00 per hour |
| Pachometer "R" Meter (Technician and equipment) | 35.00 per hour |
| Proofload testing of Anchors (Technician and equipment) | 40.00 per hour |

P.O. BOX 13340 • SACRAMENTO, CALIFORNIA 95813 • AREA 916 929-9012

FILED

JUN 24 1980

PETER McNAMEE, Clerk
By Debra Strickland
DEPUTY

AGREEMENT NO. 80-175

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of JUNE, 1980, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

The realignment reconstruction and widening of County Road 24 from State Highway 113 to County Road 101.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Road 24 (Gibson Road)

(Plan Index No. ) (WO #4289 )

Approved (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of Notice to Proceed and for its completion to be on or before August 8, 1980.

; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doingall the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer for Alternates A & C , to wit:

| ITEM NO. | Description | Estimated Quantity | Unit Figures (In Figures) | Total Price (In Figures) |
|---|---|---|---|---|
| 1. | Clearing and Grubing | Lump Sum | $11,500.00 | $11,500.00 |
| 2. | Ditch Excavation | 695 C.Y. (F) | 7.00 | 4,865.00 |
| 3. | Roadway Excavation | 4220 C.Y.(F) | 7.00 | 29,540.00 |
| 4. | Aggregate Base Class 2 | 8510 Tons | 6.00 | 51,060.00 |
| 5. | Asphalt Emulsion (SS-1) | 2 Tons | 400.00 | 800.00 |
| 6. | Paving Asphalt (AR-4000) | ~~205~~ Tons | 165.00 | 33,825.00 |
| 7. | Aggregate (Type 1-C Asphalt Concrete) | 3895 Tons | 16.60 | 64,657.00 |
| 8. | Type A Catch Basin & Grate | 1 Each | 1,500.00 | 1,500.00 |
| 9. | Type A2-6 Curb & Gutter | 1,222 L.F. | 8.00 | 9,776.00 |
| 10. | Sidewalk 10 ft. | 3,040 S.F. | 1.80 | 5,472.00 |
| 11. | Driveways 10'-Commercial | 900 S.F. | 3.00 | 2,700.00 |
| 12. | Miscl. Concrete | Lump Sum | 2,000.00 | 2,000.00 |
| 1-C | Sidewalk- 5 ft. | 4425 S.F. | 1.80 | 7,965.00 |
| | TOTAL CONTRACT AMT. | | | $225,660.00 |
| | (F) Denotes final pay Quantity. | | | |

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED AS TO FORM

(County Counsel)

COUNTY OF YOLO

BY Douglas J. Thompson
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk

By Debra Kirkland, Deputy

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager

P. O. Box 130
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 8.

BOND NO. BND 217 55 04

FILED

JUN 24 1980

PETER McNAMEE, Clerk
By Debra Conley Ireland
DEPUTY

# BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, TEICHERT CONSTRUCTION, as Principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a Corporation organized and existing under the laws of the State of NEW JERSEY, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY AND NO/100s---------- DOLLARS ($112,830.00 ), (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

COUNTY ROAD 24

(Plan Index No. ) Work Order No.4289

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 9TH day of JUNE, 1980.

TEICHERT CONSTRUCTION

WITNESS: By:

Attorney-in-fact

"Principal"

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

"Surety"

Approved as to form:

By:

Attorney~~XXXXXXXX~~

AMY ANNE BEATTIE
OK 6/17/80 dck

STATE OF CALIFORNIA
County of Sacramento

On the 9th day of June in the year One Thousand Nine Hundred and Eighty, before me Virginia B. Froslie, a Notary Public in and for the County of Sacramento, personally appeared Amy Anne Beattie known to me to be the person whose name is subscribed to the within instrument as the Attorney~~XXXXXXXX~~ FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, and acknowledged to me that he subscribed the name of the TEICHERT CONSTRUCTION thereto, as principal and his own name as Attorney~~XXXXXXXX~~.

Virginia B Froslie
Notary Public in and for the

County of

State of California
My Commission Expires

(Seal)

BOND NO. BND 217 55 04

FILED

JUN 24 1980

PETER McNAMEE, Clerk
By Debra Bailey Kirkland
DEPUTY

# PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, TEICHERT CONSTRUCTION, as Principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a Corporation organized and existing under the laws of the State of NEW JERSEY, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY AND NO/100s---------- DOLLARS ($112,830.00) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

COUNTY ROAD 24

(Plan Index No. ) W.O. # 4289

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 9TH day of JUNE, 1980.

TEICHERT CONSTRUCTION

WITNESS: By _____
Attorney-in-fact

_____ By _____
"Principal"

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY
"Surety"

Approved as to form:

_____ By _____
Attorney for Entity Attorney-~~XXXXXXXX~~
AMY ANNE BEATTIE OK Child's dek

On this 9th day of June in the year One Thousand Nine Hundred and Eighty, before me, Virginia B. Froslie, a Notary Public in and for the County of Sacramento, personally appeared Amy Anne Beattie known to me to be the person whose name is subscribed to the within instrument as the Attorney~~XXXXXXXX~~ of the FIREMEN'S INSURANCE COMPANY OF NEWARK, N.J., and acknowledged to me that he subscribed the name of the TEICHERT CONSTRUCTION, thereto as Principal and his own name as Attorney-~~XXXXXXX~~.

Virginia B Froslie
Notary Public in and for the
County of _____

(Seal) VIRGINIA B. FROSLIE

State of California
My Commission Expires _____

# ARTHUR J. GALLAGHER & CO. — SACRAMENTO

1451 River Park Drive, P.O. Box 254917, Sacramento, California 95825 • 916/929-3600 • Telex 37-7328

## CERTIFICATE OF INSURANCE

| Name and address of party to whom this certificate is issued | Name and address of insured |
|---|---|
| County of Yolo<br>292 West Beamer<br>Woodland, California 95695 | A. Teichert & Son, Inc.<br>DBA: Teichert Construction Co.<br>P.O. Box 15002<br>Sacramento, California 95813 |

Location of operations to which this certificate applies

JOB: GIBSON ROAD-COUNTY ROAD 24 IMPROVEMENTS

This is to certify that policies of insurance described below have been issued to the insured named above and are in force at this time.

| COVERAGE | LIMITS OF LIABILITY | COMPANY & POLICY NO. | POLICY PERIOD |
|---|---|---|---|
| General Liability | 1,000,000. | Centennial #462-02-09-01 | 4/1/80-83 |
| Automobile Liability | 1,000,000. | Centennial #462-02-09-01 | 4/1/80-83 |

REMARKS Limits shown inclusive of $100,000. - Per Occurrence Self Insured Retention 10 days

WRITTEN NOTICE OF CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER

This Certificate of Insurance does NOT amend, extend or otherwise alter the Terms and Conditions of Insurance contained in the policies identified above

DATE 6/9/80

BY Vincent W. Sisani

ARTHUR J. GALLAGHER & CO.

ARTHUR J. GALLAGHER & CO.
The Tower, Golf Road, Rolling Meadows, Illinois 60008 • 312/640-8500

# CERTIFICATE OF INSURANCE

In accordance with authorization granted

BY EMPLOYERS REINSURANCE CORPORATION

Hereinafter called "Underwriters"

This is to verify to

County of Yolo
292 West Beamer
Woodland, California 95695

That the underwriters have issued to

A. TEICHERT & SON, INCORPORATED
DBA: TEICHERT CONSTRUCTION

Policy of insurance no. C22009 For the period beginning at 12:01 A.M.

On the 1st day of January 19 80 And ending at 12:01 A.M.

On the 1st day of January 19 81 Standard time at the place of issue.

Insuring said assured for WORKERS' COMPENSATION STATUTORY LIMITS
EMPLOYERS' LIABILITY

JOB: GIBSON ROAD-COUNTY ROAD 24 IMPROVEMENTS

THE LIMITS OF LIABILITY CONTAINED IN SAID POLICIES ARE AS FOLLOWS

$5,000,000. - EXCESS OF $100,000. - SELF-INSURED RETENTION

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the assured and the underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we the undersigned, will endeavor to give ten (10) days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the underwriters.

SIGNED AT ROLLING MEADOWS, ILLINOIS, THIS 31st DAY OF December 19 79

ARTHUR J. GALLAGHER & CO

BY Vincent W. Lissau

A 205

AGREEMENT NO. 80-176

FILED

JUN 26 1980

PETER McNAMEE, Clerk

By Debra Leigh Hilliard DEPUTY

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of JUNE, 1980, by and between BELL PRODUCTS, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo. THE REVISIONS TO THE DAVIS LIBRARY AIR CONDITIONING SYSTEM in Davis, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

DAVIS LIBRARY AIR CONDITIONING SYSTEM REVISIONS

(Plan Index No. 604.35 ) (WO # 1550 )

Approved May 6, 1980 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of the Notice to Proceed and for its completion to be within fourty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

| Item No. | Description | Estimated Quantity | Unit Figures (In Figures) | Total Price (In Figures) |
|---|---|---|---|---|
| 1 | Base Bid | Lump Sum | Lump Sum | $14,463.00 |

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED As To Form

(County Counsel)

COUNTY OF YOLO

BY Douglas J. Thompson
Chairman of the Board of Supervisors

ATTEST:
PETER McNAMEE, Clerk

By Debra Cleveland, Deputy

BY [illegible]

[illegible]

[illegible]

[illegible]

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. [illegible].

Bond No. BND2155311
Premium: $[redacted].00

FILED

JUN 26 1980

PETER McNAMEE, Clerk
By Deborah Enlightland
DEPUTY

## BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, BELL PRODUCTS, INC., as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a Corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of

Fourteen thousand four hundred sixty-three & no/100

DOLLARS ( 14,463.00 ), (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled DAVIS LIBRARY AIR CONDITIONONG SYSTEM REVISIONS

(Plan Index No. 604.35 ) Work Order No. 1550

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 10th day of June, 1980.

BELL PRODUCTS, INC.

WITNESS: By:

James L. Asbury, Secretary

"Principal"

Approved as to form: THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

"Surety"

By:

Attorney-~~in-fact~~

Melvin J. Willback

OK-C mark clarke

STATE OF CALIFORNIA
County of Napa

On the 10th day of June in the year One Thousand Nine Hundred and Eighty, before me Dorothy A. Critchley, a Notary Public in and for the County of Napa, personally appeared Melvin J. Willback known to me to be the person whose name is subscribed to the within instrument as the Attorney-~~in-fact~~ of the Surety, and acknowledged to me that he subscribed the name of the Surety thereto, as principal and his own name as Attorney-~~in-fact~~.

Notary Public in and for the

Napa
County of

May 29, 1982
State of California
My Commission Expires

(Seal)

# The Fidelity and Casualty Company of New York

80 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE FIDELITY AND CASUALTY COMPANY OF NEW YORK has made, constituted and appointed, and by these presents does make, constitute and appoint

**Melvin J. Willback of Napa, California**

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

**all obligees**

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **One Million ($1,000,000.) Dollars.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 1st day of November, 1977.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, a Senior Vice President, a Vice President of the Company, be, and that each of any of them is, authorized to execute Powers of Attorney, qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each of any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

**In Witness Whereof,** THE FIDELITY AND CASUALTY COMPANY OF NEW YORK has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1978.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest: Morris L. Ford, Assistant Vice President

By: R. K. Ruesch, Vice President

STATE OF NEW YORK, COUNTY OF NEW YORK } ss

On this 3rd day of January, 1978, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Vice-President of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

HERBERT HOFFMAN
NOTARY PUBLIC, State of New York
No. 52-1821035, Qual. in Suffolk County
Cert. filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1979

## CERTIFICATE

I, the undersigned, as Assistant Secretary of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 10th day of June, 19 80.

James M. Keane, Assistant Secretary

BOND No. B[redacted]155311

FILED

JUN 26 1980

PETER McNAMEE, Clerk
By Debra Gale Kirkland
DEPUTY

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, BELL PRODUCTS, INC., as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a Corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of

Fourteen thousand four hundred sixty-three & No/100

DOLLARS ( 14,463.00 ) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

DAVIS LIBRARY AIR CONDITIONING SYSTEM REVISIONS

(Plan Index No. 604.35 ) W.O. # 1550

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 10th day of June, 1980.

BELL PRODUCTS, INC.

WITNESS: By

By James L. Asbury, Secretary

"Principal"

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

"Surety"

Approved as to form.

Attorney for Entity

By

Attorney-in-Fact

Melvin J. Willback

ck- c.mark 6 Dec 80

On this 10th day of June in the year One Thousand Nine Hundred and Eighty, before me, Dorothy A. Critchley, a Notary Public in and for the County of Napa, personally appeared Melvin J. Willback known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Surety, and acknowledged to me that he subscribed the name of the Surety, thereto as Principal and his own name as Attorney-in-Fact.

Notary Public in and for the County of Napa

(Seal)

State of California
My Commission Expires May 29, 1982

# The Fidelity and Casualty Company of New York

85 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE FIDELITY AND CASUALTY COMPANY OF NEW YORK has made, constituted and appointed, and by these presents does make, constitute, and appoint

**Melvin J. Willback of Napa, California**

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

**all obligees**

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **One Million ($1,000,000.) Dollars.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 1st day of November, 1977.

RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, a Senior Vice President, a Vice President of the Company, be, and that each of any of them is, authorized to execute Powers of Attorney, qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary, an Assistant Secretary, be, and that each of any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

**In Witness Whereof,** THE FIDELITY AND CASUALTY COMPANY OF NEW YORK has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1978.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest

By

Morris L. Ford, Assistant Vice-President

R. K. Ruesch, Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 3rd day of January, 1978, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Vice-President of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Herbert Hoffman

HERBERT HOFFMAN
NOTARY PUBLIC, State of New York
No. 52-1621035, Qualified in Suffolk County
Certified in N. Y. Co. Clk's Office
Commission Expires March 30, 1979

## CERTIFICATE

I, the undersigned, as Assistant Secretary of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 10th day of June, 1980

James M. Keane

James M. Keane, Assistant Secretary

NAME AND ADDRESS OF AGENCY

A.H. SMITH COMPANY
1584 CLAY ST. (P.O. BOX 118)
NAPA, CA 94558
TEL: (707) 255-2111

**COMPANIES AFFORDING COVERAGES**

COMPANY LETTER **A** GLOBE INDEMNITY CO.

COMPANY LETTER **B** CONTINENTAL INSURANCE CO.

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

BELL PRODUCTS, INC.
722 SOSOCOL AVE.
NAPA, CA 94558

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | EACH OCCURRENCE | AGGREGATE |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[X] COMPREHENSIVE FORM<br>[X] PREMISES—OPERATIONS<br>[X] EXPLOSION AND COLLAPSE HAZARD<br>[X] UNDERGROUND HAZARD<br>[X] PRODUCTS/COMPLETED OPERATIONS HAZARD<br>[X] CONTRACTUAL INSURANCE<br>[X] BROAD FORM PROPERTY DAMAGE<br>[X] INDEPENDENT CONTRACTORS<br>[X] PERSONAL INJURY | GYA173297 | 1/15/82 | BODILY INJURY | $ 500 | $ 500 |
| | | | | PROPERTY DAMAGE | $ 100 | $ 100 |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | | | | PERSONAL INJURY | | $ 500 |
| A | **AUTOMOBILE LIABILITY**<br>[X] COMPREHENSIVE FORM<br>[X] OWNED<br>[X] HIRED<br>[X] NON-OWNED | GYA173297 | 1/15/82 | BODILY INJURY (EACH PERSON) | $ | |
| | | | | BODILY INJURY (EACH ACCIDENT) | $ | |
| | | | | PROPERTY DAMAGE | $ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 500 | |
| | **EXCESS LIABILITY**<br>[ ] UMBRELLA FORM<br>[ ] OTHER THAN UMBRELLA FORM | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| B | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | WC1011349 | 10/1/80 | STATUTORY | | |
| | | | | | | UNLIMITED |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

DAVIS LIBRARY AIR CONDITIONING SYSTEM REVISIONS

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

COUNTY OF YOLO
DEPT. OF PUBLIC WORKS
292 WEST BEAMER ST.
WOODLAND, CA 95695

DATE ISSUED JUNE 10, 1980

AUTHORIZED REPRESENTATIVE
A.H. SMITH CO.

STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 4 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

F.Y. 80/81

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

AGREEMENT NO. 80-177

THIS AGREEMENT, made and entered into this 1st day of July, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

County Project Number: 57-00575-03080-1-01

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | Contract Number |
|---|---|---|
| Supt. of Public Instruction | California State Department of Education | CD-1510 |

*hereafter called the State, and*

YOLO COUNTY DEPARTMENT OF PUBLIC WELFARE

*hereafter called the Contractor.*

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

*(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

I. STATEMENT OF WORK:
The contractor agrees to provide child development services in accordance with the provisions of and pursuant to those laws and regulations referenced in Exhibit A.

II. PERIOD OF PERFORMANCE:
This agreement is effective July 1, 1980, through and including June 30, 1981.

III. CANCELLATION:
This agreement may be cancelled by either party upon 40 days prior written notice to the other party.

RECEIVED
JUN 16 1980
Office of Child Development

IV. FAIR EMPLOYMENT PRACTICE:
a. The Fair Employment Practice Addendum marked Appendix B, is attached hereto and by this reference incorporated herein.
b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, volume 42, Number 86, dated May 4, 1977.

V. COST AND PAYMENT:
a. The state agrees to pay the contractor an amount not to exceed the sum of $2,825, upon satisfactory completion of all work by the contractor.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: State Department of Education | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Department of Public Welfare |
| BY (AUTHORIZED SIGNATURE): William D. Whiteneck | BY (AUTHORIZED SIGNATURE): Twyla J. Thompson |
| TITLE: Deputy Superintendent for Administration | TITLE: TWYLA J. THOMPSON, CHAIRMAN BOARD OF SUPERVISORS |
| CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR | ADDRESS: P. O. Box 1098 Woodland, CA 95695 |

APPROVED AS TO FORM
COUNTY COUNSEL
DEPUTY COUNTY COUNSEL

*Department of General Services Use ONLY*

FILED
SEP 12 1980
PETER McNAMEE, Clerk
By Deborah Barbara Richard
DEPUTY

| AMOUNT ENCUMBERED | APPROPRIATION | | FUND |
|---|---|---|---|
| $ (see above) | Child Development Program | | General |
| UNENCUMBERED BALANCE | ITEM | CHAPTER | STATUTES | FISCAL YEAR |
| $ | 340-a | | 1980 | 1980-81 |
| ADJ. INCREASING ENCUMBRANCE | FUNCTION | | | |
| $ | 03080 | | | |
| ADJ. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT | | | |
| $ | 300 | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

EXEMPTION CITED: | SIGNATURE OF AUTHORIZED PERSON SIGNING ON BEHALF OF THE AGENCY: Eaton & Asplund | DATE: 8/5/80

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

V. COST AND PAYMENT (cont.)

b. The basis of compensation is subject to any budgetary or legislative enactment subsequent to the execution of the contract.

c. Reimbursement for services provided under this agreement shall be made in accordance with the "Funding Terms and Conditions." Reimbursement shall not exceed the direct cost incurred in providing child care and development services. Reimbursement shall be made for hours of service provided up to a maximum rate of $1.36 per hour for children two years of age and older, and a maximum of $1.62 per hour for infants (children under age two).

VI. CONTRACTOR RESPONSIBILITIES

Contractor agrees that all acts performed or services rendered or subcontracts entered into under this agreement shall be pursuant to and in accordance with applicable federal and state laws, regulations, guidelines, and standards.

Contractor agrees:

a. To submit claims for approval of payment in accordance with state instructions and the "Fiscal Report for Child Development Programs" (form CD-9501 CWD) and any additional instructions included in the Funding Terms and Conditions.

b. To include a planned program of age-appropriate activities in accordance with the statutory regulations and/or provisions of the program for all children receiving care.

c. To determine the eligibility of families for child development services, and to assess and collect fees only in accordance with the fee schedule designed by the State Department of Education for the current program year.

d. To use forms prescribed or approved by the State Department of Education.

e. To inform individuals of the right to fair hearings.

f. To maintain and make available reports and records to persons authorized by the state.

g. To follow all operating instructions from the state including exhibits which are attached and incorporated herein by this reference.

h. To assist the state in meeting its responsibilities by reviewing, replying to, and/or complying with any audit exceptions taken or findings made by any state agency (including the Department) or federal audit agency relating to the provisions of this agreement. The contractor agrees to pay the full amount of any liability resulting from audit exceptions determined by the state to be the contractor's responsibility.

i. To maintain control of funds and property derived therefrom, and to use funds only for the purposes for which they were granted and approved.

j. To maintain records for program review, evaluation, and/or other purposes.

VI. CONTRACTOR RESPONSIBILITIES (cont.)

k. To comply with the provisions of the United States Department of Labor Regulations governing the minimum wage law for child care wage earners, as set forth in 29 Code of Federal Regulations, §§516 and 552, and California Administrative Code 11380, Title 8 (Order 5-80).

l. To submit a financial audit to the Department of Education by December 31, 1981, on the child care and development services provided pursuant to this agreement. An audit by the county auditor shall be acceptable.

m. To provide child care and development services to all eligible children regardless of sex, race, religion, ethnic background, or physical handicap. No program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.

n. To refrain from over-enrolling children or over-spending to a point where it jeopardizes the contractor's ability to perform the contract work.

o. For any transaction to which the contractor is a party and the other party is: (a) an officer or employee of the contractor or of an organization having financial interest in the contractor; or (b) a partner or controlling stockholder of an organization having financial interest in the contractor; or (c) a family member of a person having financial interest in the contractor; then the following requirements must be met:

(1) The transaction is fair and reasonable to the contractor.

(2) Prior to consummating the transaction, the governing body authorized or approved the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of any interested director or directors, and with knowledge of the material facts concerning the transaction and the financial interest in the transaction.

(3) Prior to authorizing or approving the transaction, the governing body considered and in good faith determined that the contractor could not have obtained a more advantageous arrangement after reasonable investigation under the circumstances.

(4) Notwithstanding the above provisions, rental costs for land, buildings, equipment, and other personal property owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

p. The contractor agrees that the state may recoup any payments for goods and services (including rental of facilities), which were made in this or any prior year when the contractor was providing child development service for the State of California, which were not reasonable and necessary, or which exceeded the fair market value of such goods and services. The recoupment shall be limited to excess payments over and above reasonable or fair market amounts, and any costs of recoupment.

VI. CONTRACTOR RESPONSIBILITIES (cont.)

q. Child care services may be subcontracted upon prior written approval of the state. Contractor is responsible for the performance under any subcontract. State reimbursement will not be made for any subcontracted work performed prior to such approval.

r. To ensure that the facilities where care is provided meet applicable state and federal requirements.

VII. FAIR EMPLOYMENT PRACTICE

a. The Fair Employment Practice Addendum, marked Exhibit B, is attached hereto and by this reference incorporated herein.

b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare (HEW) effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

VIII. STATE RESPONSIBILITIES

a. The state hereby agrees:

(1) To pay from state and/or federal funds all reasonable and necessary costs of providing services, including rental and other operational expenses. The agreement does not provide for reimbursement of nonapproved capital outlay expenditures, out-of-state travel, or legal fees. Approval from the Department of Education for these items must be given in advance, and in writing.

(2) Contractor shall be paid in accordance with the Funding Terms and Conditions for Child Care and Development programs, CD-9113.

(3) To develop, formulate, establish, and distribute operating guidelines, program standards, procedures, and instructions for the conduct of Child Care and Development Services.

(4) To provide professional consultation and assistance to contractors.

b. The state may amend the contract when it becomes evident that the contractor will not earn the amount of the contract.

c. The state may offset and recover any audit exceptions or over payments made in this or prior years by withholding funds payable under this agreement or any subsequent agreement between contractor and state.

IX. TERMINATION OF FUNDING

If, in the sole discretion of the state, conditions arise which warrant the termination of funding, the state may terminate funding as provided hereunder.

IX. TERMINATION OF FUNDING (cont.)

Conditions which may warrant termination of funding include, but are not limited to: contractor's violation of the terms of this agreement; contractor's inadequate performance; or noncompliance with Fiscal or Facility Compliance Standards.

Contractor shall be notified by certified mail, return receipt requested, of termination of a contract and the reason for the action shall be specified. The termination shall become effective 40 calendar days after the date of the notice of termination.

A contractor may appeal only if it files a request to appeal the action within 10 calendar days after receipt of the notice of action. The appeal shall be in writing, submitted in duplicate and shall be addressed to the Superintendent of Public Instruction, 721 Capitol Mall, Room 524, Sacramento, CA 95814. The appeal shall set forth clearly and concisely the decision being appealed, the reasons the contractor finds such decision unwarranted, and include any written documentation relevant to the appeal.

An administrative review of the appeal shall be held by the Superintendent of Public Instruction, or his designee, within 30 days after receipt of the request for an appeal. The contractor and authorized representative shall be given 10 days advance notice of the time and place of the hearing. The Office of Child Development shall provide a written decision on the appeal, and it shall be forwarded to the contractor no later than 5 days following completion of the hearing, but in no event later than the 40th day after the notice of termination.

The decision shall be the final decision of the Superintendent of Public Instruction.

X. If the contract is cancelled under Section III, the contractor shall be paid according to the Funding Terms and Conditions, for actual services rendered through the date of cancellation, and no additional compensation will be paid as a result of exercising the right of cancellation.

XI. This agreement is of no force or effect unless or until approved by the State of California, Department of Education and State of California, Department of General Services.

XII. Any expenditures under this agreement are contingent upon availability and appropriation of funds.

XIII. INTERPRETATION OF CONTRACT

In the event of conflict between the contractor and the Department of Education, regarding interpretation of the laws and regulations governing this agreement, the State Title XX regulations/interpretations shall govern. In the absence of any specific Title XX regulations/interpretations, the State Department of Education's regulations/interpretations shall govern. The State Department of Education retains the right to monitor and review records pertaining to the county's expenditure control and payment system.

XIV. COMMUNICATIONS

For any communication regarding this agreement, contact:

a. Office of Child Development
State Department of Education
1500 - 5th Street
Sacramento, CA 95814
(916) 322-6241

Please complete:

b. Agency: _____

Contact Person: _____

Address: _____

Phone: _____

EXHIBIT A

Contractor is subject to the following rules and regulations as they existed on the date of contract execution, or as amended during the period of performance.

RULES AND REGULATIONS FOR COUNTY WELFARE DEPARTMENTS

Title XX of the Social Security Act

Title 45, Code of Federal Regulations, Part 228

California Education Code Sections 8200 et seq.

Office of Child Development Guidelines and any subsequent changes or addenda

Office of Child Development's Family Child Care Agency Assessment

Funding Terms and Conditions for Child Development Programs

Welfare and Institutions Code, Part 2 of Division 9

Federal child care requirements

Department of Social Services Manual of Policies and Procedures

California Administrative Code, Title 22, Sections 31191 through 31323; 86001 through 86039

EXHIBIT B

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

STD. 3 (8/77)

FILED BR

JUN 11 1980

PETER McHAMEE, Clerk

By Jean Fraser DEPUTY

YOLO COUNTY AGREEMENT NO. 80-178

AGREEMENT NO. 79-01 80-178

(Agreement Extending Term of the Information and Referral and Transportation Agreement with the City of Winters)

THIS AGREEMENT executed this 10th day of June, 1980 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

WITNESSETH:

RECITALS:

1. COUNTY and AGENCY entered into an agreement to provide Information, Referral and Transportation services to older Americans, dated November 9, 1976, Yolo County Agreement #76-304, whereby AGENCY agreed to provide said services for COUNTY for a period terminating on December 31, 1976.

2. Said Agreement was extended to December 31, 1977 by Agreement #77-88.

3. Said Agreement was further extended to December 31, 1978 by Agreement #78-125.

4. Said Agreement was further extended to December 31, 1979 by Agreement #79-03.

5. COUNTY and AGENCY desire to further extend the term of said Agreement #76-304, subject to the below stated terms and conditions.

AGREEMENTS:

1. The term of said Agreement #76-304 is extended and shall terminate on June 30,1980.

2. In consideration of the performace of the terms and conditions of said Agreement #76-304, as herein amended, COUNTY shall pay AGENCY the funds earned for each monthly reporting period. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of Four Hundred Fifty Dollars ($450.00), which are the maximum total funds available under this Agreement. In no event will

any claims by AGENCY against COUNTY be paid for performance after June 30, 1980.

3. Performance standards attached to this Agreement (Exhibit A) are a part of this Agreement and reflect the performance expected to AGENCY during the period of this Agreement.

4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay funds pursuant to this Agreement is the receipt by COUNTY from Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. If said funds are reduced, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.

5. In all other aspects, the terms and conditions of said Agreement #76-304 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of June 1980.

APPROVED AS TO FORM
CHESLEY D. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CITY OF WINTERS, a municipal corporation incorporated under the laws of the State of California

BY _____
VICE MAYOR

ATTEST:
PETER McNAMEE, CLERK

BY _____, DEPUTY
(SEAL)

Attachments to this Agreement:

Exhibit A - Performance Standards for Agency

Exhibit B - Budget for Agency

CITY OF WINTERS

EXHIBIT B - BUDGET

1. Gasoline and maintenance for automobile used in furnishing transportation services.

$75 x 6 months = $450.00

Payment upon AGENCY submission of monthly trip/mileage report.

CITY OF WINTERS

EXHIBIT A - PERFORMANCE STANDARDS

1. To provide transportation services as necessary to older Americans living within the described geographical area.

BK

FILED

JUN 11 1980

PETER McNAMEE, Clerk

DEPUTY

AGREEMENT NO. 80-179

(Head Caretaker at the Broderick Boat Ramp)

THIS AGREEMENT made and entered into this Second day of June, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and NANCY WENINGER hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching facility wherein COUNTY agreed to provide all necessary maintenance and upkeep of said launching facility, said maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance service for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

1. CONTRACTOR Agrees:

A. To serve as caretaker for the Broderick Launching Facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P.M., seven days a week, 365 days a year.

B. To empty the trash containers, re-stock toilet paper and towels as

necessary, and to keep the sanitary facilities in good repair and free from unsightly conditions and debris accumulations.

C. To notify COUNTY of any necessary repairs of the restroom building.

D. To be responsible for turning off and on the irrigation system at the launching facility.

E. To perform such other duties as may be necessary to maintain a proper facility.

2. COUNTY Agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED SIXTY-FIVE and NO/100 ($165) DOLLARS per month during the term of the agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with the necessary supplies and equipment.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the Tenth day of June, 1980, and shall terminate on the Ninth day of June, 1981.

This agreement may be terminated by either party hereto by a thirty (30) day written notice of intention to terminate said agreement.

6. This agreement supercedes Agreement No. 79-326.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California:

Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

Nancy Heninger
NANCY HENINGER

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Jen Orser
deputy

(SEAL)

APPROVED AS TO FORM
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

Bk

MODIFICATION

RECEIVED JUN 24 1980

# 80-180

REQUEST FOR MODIFICATION TO AGREEMENT # 80-101 REQUEST DATE June 01, 1980

CETA TITLE: Davis Joint Unified School District CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: Youth Employment and Training Program (YETP); Mod. 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 3,592 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to extend the existing youth program at the Davis Joint Unified School District through the summer months, utilizing funds that had originally been set-aside for Davis Youth in the beginning of this fiscal year.

MODIFICATION

The modification will provide a vocational exploration, work experience, and classroom training manpower program for YETP participants in the Davis program. Field trips and group meeting will be included in the program, and participants will be paid allowance and wage stipends.

$5,732
New grant total and fixed price

Signature of program operator

6/25/80
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

The financial portion of the contract is $5,732, a non-financial agreement with the manpower division covers the participant wages, allowances, and fringe. The non-financial agreement amount is $16,896.

Recommendation of the MAPC (Reviewed at the May 1980 meeting) [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MAPOWER ADMINISTRATION:

[ ] Request for modificaiton denied

[X] Request for modificaiton approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Twyla J Thompson JUN 10 1980
Signature of Authorized Officer Date

FILED
JUN 30 1980
PETER McNAMEE, Clerk
By Bobbie Nicholson
DEPUTY

March 1, 1980
Effective date of modification

NON-FINANCIAL AGREEMENT

DAVIS JOINT UNIFIED SCHOOL DISTRICT

The portions of the budget which are paid directly to program participants wages and allowances, the Workers' Compensation for participants, and participant payroll administrative costs shall constitute a non-financial portion of this agreement. The actual contract amount of $5,732. The non-financial agreement amount is $16,766. The total amount of the program is $22,498.

APPROVAL FOR THE SUBGRANTEE

(Signature of Authorized Officer)

Davis Joint Unified School District
(Legal Name of Subgrantees)

6/23/80
(Date)

APPROVAL FOR THE PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

Twyla Thompson, Chairman
Yolo County Board of Supervisors
(Title of Authorized Signature)

JUN 10 1980
(Date)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

## CETA OPERATING BUDGET

TITLE: IV YETP

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____

DATE June 1, 1980

Subgrantee Name and Address:
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Contact Person: Don Dachner
Phone 756-0464
Period: From 3-01-80 To 9-30-80
Program Name: Davis YETP Activity

| | ACTIVITY | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| MONTH | ADMIN. | CRT | OJT | WEX | SERVICE | PSE | CEEX | OTHER | TOTAL |
| OCT. | | | | | | | | | |
| NOV. | | | | | | | | | |
| DEC. | | | | | | | | | |
| JAN. | | | | | | | | | |
| FEB. | | | | | | | | | |
| MAR. | | | | | | | 448 | | 448 |
| APR. | | | | | | | 704 | | 704 |
| MAY | | | | | | | 675 | | 675 |
| JUNE | | | | | | | 1,013 | | 1,013 |
| JULY | | | | | | | 1,063 | | 1,063 |
| AUG. | | | | | | | 1,037 | | 1,037 |
| SEPT. | | | | | | | 792 | | 792 |
| TOTAL | | | | | | | 5,732 | | 5,732 |

| | COST CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| MONTH | ADMIN. | ALLOW. | WAGES | FRINGES | TRAINING | SERVICES | WORKSITE SUPV. | TOTAL |
| OCT. | | | | | | | | |
| NOV. | | | | | | | | |
| DEC. | | | | | | | | |
| JAN. | | | | | | | | |
| FEB. | | | | | | | | |
| MAR. | 141 | | | | 307 | | | 448 |
| APR. | 173 | | | | 531 | | | 704 |
| MAY | 135 | | | | 540 | | | 675 |
| JUNE | 372 | | | | 641 | | | 1,013 |
| JULY | 433 | | | | 630 | | | 1,063 |
| AUG. | 432 | | | | 605 | | | 1,037 |
| SEPT. | 300 | | | | 492 | | | 792 |
| TOTAL | 1,986 | | | | 3,746 | | | 5,732 |

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Leo Mathisson, Dir of Bus. Ed. and Supp. Ser.
Name and Title of Authorized Official

Leo Mathisson
Signature

For CETA Approval Only:

Fiscal Officer — Date 6-6-80

Lawrence L. Clayton Jr.
CETA Director — Date 6-6-80

YC 106 (10-79)

OPERATING BUDGET
CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, CA 95616

| ADMINISTRATION | TOTAL | OCT | NOV | DEC | JAN |
|---|---|---|---|---|---|
| INDIRECT COST | 1,660 | | | | |
| SALARIES & WAGES | 326 | | | | |
| FRINGE BENEFITS | | | | | |
| FICA | | | | | |
| Workers' Compensation | | | | | |
| Retirement | | | | | |
| Health & Life Insurance | | | | | |
| Unemployment Compensation Insurance | | | | | |
| TRAVEL/TRAINING | | | | | |
| Mileage Reimbursement | | | | | |
| Out-of-Town Travel/Training | | | | | |
| CONSULTANT & PROFESSIONAL SERVICES | | | | | |
| Bookkeeping | | | | | |
| Legal | | | | | |
| Program Technical Assistance | | | | | |
| SPACE COST | | | | | |
| Rental of Land & Buildings | | | | | |
| Utilities | | | | | |
| Janitorial Services | | | | | |
| Repairs to Buildings | | | | | |
| CONSUMABLE SUPPLIES | | | | | |
| Office Supplies | | | | | |
| Cleaning & Janitorial Supplies | | | | | |
| COMMUNICATION COST | | | | | |
| Telephone & Telegraph | | | | | |
| Postage | | | | | |
| OTHER COST | | | | | |
| Photocopy & Xerox | | | | | |
| Rental - Office Equipment | | | | | |
| Maintenance & Repair - Equipment | | | | | |
| Fiduciary & General Insurance | | | | | |
| EQUIPMENT | | | | | |
| Office Equipment | | | | | |
| Office Furniture & Fixtures | | | | | |
| TOTAL | 1,986 | | | | |

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District

526 B Street

Davis, CA 95616

| FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT |
|---|---|---|---|---|---|---|---|
| | 33 | 65 | 65 | 332 | 433 | 432 | 300 |
| | 108 | 108 | 70 | 40 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | |

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District

526 B Street

Davis, CA 95616

| CAREER EMPLOYMENT EXPERIENCE (YETP ONLY) | TOTAL | OCT | NOV | DEC | JAN |
|---|---|---|---|---|---|
| PARTICIPANT WAGES | | | | | |
| FRINGE BENEFITS | | | | | |
| F.I.C.A. | | | | | |
| Workers' Compensation Insurance | | | | | |
| Other | | | | | |
| ALLOWANCES | | | | | |
| Basic | | | | | |
| Dependents | | | | | |
| Incentive | | | | | |
| Other Additional | | | | | |
| FRINGE BENEFITS | | | | | |
| Workers' Compensation Insurance | | | | | |
| TRAINING | 3,519 | | | | |
| Staff Salaries | 2,823 | | | | |
| Staff Fringe Benefits | 105 | | | | |
| Staff Travel | 150 | | | | |
| Special Program Technical Assistance | | | | | |
| Subcontractor Training Cost | | | | | |
| Classroom Space Cost | | | | | |
| Supplies | 200 | | | | |
| Telephone | 25 | | | | |
| Books & Educational Aids | 216 | | | | |
| Tuition & Entrance Fees | | | | | |
| Rental - Equipment | | | | | |
| Office Equipment | | | | | |
| Training Equipment | | | | | |
| Unclassified Training Cost | | | | | |
| SERVICES | 227 | | | | |
| Staff Salaries | | | | | |
| Staff Fringe Benefits | | | | | |
| Staff Travel | | | | | |
| Special Program Technical Assistance | | | | | |
| Space Cost | | | | | |
| Supplies | | | | | |
| Telephone | | | | | |
| Transportation | 227 | | | | |
| Child Care | | | | | |
| Medical Assistance | | | | | |
| Rent Assistance | | | | | |
| Bonding Assistance | | | | | |
| Rental Equipment | | | | | |
| Office Equipment | | | | | |
| Unclassified Services Cost | | | | | |
| TOTAL - CAREER EMPLOYMENT EXPERIENCE | 3,746 | | | | |

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YEP ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS
Davis Joint Unified School District
526 B Street
Davis, CA 95616

| FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | 307 | 531 | 540 | 641 | 550 | 525 | 425 |
| | 181 | 361 | 361 | 580 | 480 | 480 | 380 |
| | 8 | 15 | 15 | 7 | 20 | 20 | 20 |
| | 25 | 50 | 50 | 25 | | | |
| | | | | | | | |
| | | | | | | | |
| | 33 | 33 | 17 | 17 | 50 | 25 | 25 |
| | | | 25 | | | | |
| | 60 | 72 | 72 | 12 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | 80 | 80 | 67 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | 80 | 80 | 67 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | 307 | 531 | 540 | 641 | 630 | 605 | 492 |

YC 104g (revised 10/79)

BK

MODIFICATION # 80-181

REQUEST FOR MODIFICATION TO CONTRACT # 79-435 REQUEST DATE June 10, 1980

CETA TITLE: VII PSIP CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: Marvin Landplane Company MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $26,405

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent is to modify the contract to reflect changes in program design, amount of funding, and method of funding. The new program design includes additional training hours and provision of on-the-job training.

MODIFICATION

The attached program narrtive supersedes the operating budget, program narrative, enrollment and termination plan, and special conditions currently in the contract.

$104,269
New grant total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the PIC: ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Tonyla J. Thompson JUN 10 1980
Signature of Authorized Officer Date

November 1, 1979
Effective date of modification

(SEAL)

I. Statement of Purpose

The purpose of the Marvin Landplane welding training program is to train economically disadvantaged unemployed residents of Yolo County in all phases of production welding and to secure unsubsidized employment for training program graduates in welding jobs with private employers in Yolo County.

II. Participant Recruitment and Selection

The Yolo County Manpower Division will be responsible for the outreach, recruitment, and eligibility determination of applicants for the Marvin Landplane Welding Program. In order to receive eligible applicants from the Manpower Division, Marvin Landplane will notify the Manpower Division in advance of the start of the class to allow for advertising and other outreach to contact unemployed persons who might be interested in the training program. In addition to eligibility determination the Manpower Division will also perform an initial screening of applicants to insure that they are genuinely interested in becoming welders, that they might benefit from a welding training program, that they have adequate transportation to and from the class, and that they are able to attend training at the times it is offered. All applicants who are eligible and who meet the above criteria will be referred to Marvin Landplane for possible selection.

Marvin Landplane will be responsible for the final selection of participants. Marvin Landplane will also be responsible for notifying referred applicants who are not selected that they were not selected. Applicants will be selected through an objective process which may include testing of aptitude and physical strength and interviews.

In selection of participants, Marvin Landplane will be guided by the affirmative action goals set forth in the enrollment and termination plan section of this contract, and may choose a person who meets the goals over one who does not should all other selection criteria prove them equally acceptable for the training.

Once selection of participants has been made, Marvin Landplane will notify the Manpower Division of the selection in order for formal enrollment to occur. At this point, the Manpower Division will provide the participants with an orientation to CETA rules and procedures.

III. Classroom Training

a. Location

Classroom training of the participants will be conducted on the premises of the Marvin Landplane Company, 535 North Road 101, Woodland, California.

b. Curriculum

The classroom training will consist of classroom lecture-demonstration followed by supervised hands-on-practice in the various types of welding commonly used in industry. Each participant will receive 500 - 600 hours of instruction with no more than 25% of the hours being lecture-demonstration and no less than 75% of the hours being supervised hands-on-practice. Participants will be instructed and will become proficient in the following welding methods:

1. Electric Arc Welding
   a. stick electric
   b. metal inert gas

c. core wire

d. pipe

2. Oxy-Acetylene Gas Welding

a. brazing

b. burning

c. cutting

3. Tungsten Inert Gas

Classroom Training will also cover these topics:

1. Safety - broad and specific
2. General shop practices
3. Welding theory
4. Electricity
5. Basic metalurgy
6. Blueprint reading
7. Descriptive geometry as applied to drawing
8. layout
9. Assembly techniques
10. Employer- Employee relations

c. Scheduling of Participants and classes

1. There will be two classes scheduled during the 1980 fiscal year. The first class will run from December 30, 1980 to March 6, 1980. The second class will begin March 17, 1980. The second class will last approximately 15 weeks.
2. The flow of participants into the classes will follow the schedule outlined in the enrollment and termination plan section of this contract. It is anticipated that 13-15 participants will enroll into the second class.

3. Enrollments into each class will ocur at the beginning of each class only and all participants who complete the training will complete their 500 - 600 hours before September 30, 1980.

4. Participants who drop out of the first class may re-enroll in the second class subject to the approval of the Manpower Division. Marvin Landplane will notify the Manpower Division of all dropouts as soon as they occur so that the Manpower Division may take steps to either terminate the participant from the program or put the participant in a holding status where they will remain eligible to return to class. Marvin Landplane will inform the Manpower Division before participants are reinstated in the class so that eligibility may be checked. Participants who are reinstated in the class shall have the same rights and benefits as first time participants.

d. Certification

As part of the training program, Marvin Landplane will make the American Welder Society certification test available to each participant. Also as part of the requirement for graduation from the class, Marvin Landplane will administer its own welding test used to test the welding ability of prospective employees for entry level positions. For those who pass the Marvin Landplane welding test, Marvin Landplane will issue a certificate of completion describing the training given and the standards met by the participant.

IV. Placement Assistance

Prior to graduation from the classroom training, Marvin Landplane will make their best effort to secure unsubsidized employment for each participant. Marvin Landplane will contact employers by mail, telephone, or in person to determine the current demand for trained welders, and participants who are not hired by Marvin Landplane directly will be provided with names of employers who might currently be needing welders. As a further encouragement for employers to hire participants, Marvin Landplane may invite employer representatives to visit the classes and observe and talk to participants while they are learning. These activities will be undertaken with the goal of having a job immediately available to each participant who graduates. Should participants graduate, not have jobs immediately available, and begin looking for unsubsidized employment, Marvin Landplane will maintain contact with participant for 30 days to ascertain the success of its training in terms of the number of participants who eventually get jobs. When Marvin Landplane finds that a participant has secured employment, it will report the name of the participant, the name and address of the employer, the title of the job that the participant has secured and the hourly wage of the job to the Manpower Division so that the participant might be recorded as a positive termination. If at the end of 30 days the participant has not secured employment or has found a more stable situation other than an unsubsidized job (for example school or the military) Marvin Landplane will report the disposition of the participant to the Manpower Division. Once a participant is placed in unsubsidized employment or is otherwise terminated, he or she may no longer receive CETA funded services from Marvin Landplane or any other program without reestablishing eligibility.

V. On-The-Job Training

On the job training will be available to participants who are able to graduate from the Marvin Landplane classroom training program but need additional time in training to increase speed and proficiency as full production welders. The decision as to whether or not a participant needs OJT will be made in conjunction with the Manpower Division using some mutually acceptable objective criteria. The OJT will be a maximum fourteen (14) weeks in length, and the employer will be reimbursed 50% of the participant's wage during that time. If Marvin Landplane, through its placement assistance activities, locates an employer willing to hire a participant through an OJT contract, the employer and the participant will be referred to the Manpower Division. The Manpower Division will formalize the OJT contract with the employer and will be the agency responsible for reimbursing the employer for the training costs under OJT. A maximum of 7 OJT slots are available for graduates of the second class.

VI. Allowance Payment System

Marvin Landplane will pay allowances to all participants in the welding program. The following system will be maintained for payment of allowances to participants for their time spent in training:

During the enrollment phase of the intake process, the Manpower Division will make an initial determination of each participant's entitlement to allowances. In doing so, a determination will be made of any payments received under public assistance programs or unemployment insurance which would reduce the participants' allowance payments.

After determining this, the Manpower Division will compute each participant's allowance payment on an hourly rate. Participants who are to receive incentive allowances because they are receiving public assistance will be paid at the rate of $0.75 per hour of training. Participants who are to receive basic allowances are to be paid at a rate of $3.10 per hour of training. In addition, dependent allowances of $5.00 per week for each dependent from two (2) up to four (4) additional dependents will be paid to participants receiving a basic allowance.

Marvin Landplane will make the allowance payments to participants through a manual system and will maintain time cards and other records sufficient to justify payments made to participants. Each pay period, the initial computation of allowance payment rates will be re-verified by Marvin Landplane in order to minimize overpayments. Should overpayments occur, Marvin Landplane will take steps to either collect overpayments from participants or reduce future allowance payments until overpayments have been cancelled out. In addition, all allowance payments will be reduced on a pro-rata basis for time missed due to unexcused absences.

VII. Method of Payment

Marvin Landplane will be reimbursed on a fixed unit cost basis for all expenses related to operating the welding training program with the exception of payment of allowances and Worker's Compensation Insurance. Reimbursement for all other training related costs will be based on a fixed unit cost of $4.80 per participant/

hour of training. The maximum amount payable under this contract, including both reimbursement for actual allowances and Worker's Compensation and charges for participant/hours of training is $104,269. In the event that this maximum is exceeded in providing the 500 - 600 hours of training to each participant, Marvin Landplane will absorb the additional costs. However, any amount exceeding the budget may be paid to Marvin Landplane at the sole discretion of the Manpower Division.

Reimbursement will be made to Marvin Landplane upon receipt of a monthly invoice detailing the costs for that month, minus any program income generated for that month. Procedures for dealing with program income are set forth in the program income section to this narrative and in the standard contract.

In addition, Marvin Landplane will recompute the cost of the first welding class based upon the procedures described above, and will not claim reimbursement until the cost based on the described method equals or exceeds the amount actually reimbursed to date.

VIII. Program Income

Marvin Landplane may sell or retain marketable items produced during their hands on practice in welding, provided that the actual or estimated reduction of costs realized from labor and/or materials being provided from CETA funds are deducted from the amount billed to the Manpower Division for reimbursement on a monthly basis. In addition, Marvin Landplane will list all useful items produced for sale or retention and attach it to the monthly invoice.

IX. Enrollment and Termination Plan

The attached enrollment and termination plan is a guideline for participant flow, participant outcomes, and significant segment representation for the Marvin Landplane program. Although the overall numbers shown in the plan may vary, the program performance will attempt to meet the following standards:

1. Of those participants who enroll in the Marvin Landplane welding training, at least 70% will complete training and at most 30% will leave the program prior to completing their 500 - 600 hours of training due to non-positive reasons (e.g. health, moved from area, quit, fired).

2. Of all participants who enter the welding training program a mimimum of 50% will complete the training and find unsubsidized employment in the welding field upon graduation from the program.

3. Of all participants who enter the welding training program, a maximum of 7% will complete the training and enter into on-the-job training with private employers in the welding field and then enter unsubsidized employment.

The attached significant segment breakdown by age, sex, and ethnicity is also a guideline for representation of these groups in the Marvin Landplane program. The breakdown by age, sex, and ethnicity is representative of the characteristics of the Yolo County population that is eligible and in need of training.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title VII

| Program: Marvin Landplane | [ ] Original | [X] Revision # 001 |
|---|---|---|
| Fiscal Year: 1980 | Date 3-21-80 | Annual Plan Mod. # |

| ENROLLMENTS AND TERMINATIONS | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A. Total Cumulative Enrollments | 0 | 0 | 10 | 10 | 10 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| B. Total Enrollments by Month..... | | | 10 | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1. New Enrollment..... | | | 5 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. Title and Subpart Transfers.... | | | 5 | | | 6 | | | 0 | 0 | 0 | 0 |
| 3. Carried Over Last Year..... | | | | | | | | | | | | |
| 4. Intratitle (Another Activity).. | | | | | | | | | | | | |
| C. Total Cumulative Terminations | 0 | 0 | 0 | 0 | 2 | 10 | 11 | 12 | 12 | 25 | 25 | 25 |
| D. Total Terminations by Month..... | | | | | 2 | 8 | 1 | 1 | 0 | 13 | 0 | 0 |
| 1. Entering Employment..... | | | | | | 7 | 0 | 0 | 0 | 6 | 0 | 0 |
| a. Direct Prime..... | | | | | | | | | | | | |
| b. Direct ES..... | | | | | | | | | | | | |
| c. Indirect..... | | | | | | 7 | 0 | 0 | 0 | 6 | 0 | 0 |
| d. Indirect (Other)..... | | | | | | | | | | | | |
| 2. Title and Subpart Transfers.... | | | | | | | | | | | | |
| 3. Additional Positive..... | | | | | | | | | | | | |
| a. School..... | | | | | | | | | | | | |
| b. Other Manpower..... | | | | | | | | | | | | |
| c. Non-placement Objective Completed..... | | | | | | | | | | | | |
| 4. Other..... | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 1 | 0 | 2 | 0 | 0 |
| 5. Intratitle..... | | | | | | | | | | 5 | | |
| E. CURRENT ENROLLMENT (A-D) | 0 | 0 | 10 | 10 | 8 | 15 | 14 | 13 | 13 | 0 | 0 | |

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title VII

| Program: Marvin Landplane | [ ] Original | [X] Revision # 001 |
|---|---|---|
| Fiscal Year: 1980 | Date: 3-26-80 | Annual Plan Mod. # |

| ENROLLMENTS AND TERMINATIONS | % | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sep |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| I. Total Cumulative Enrollments | | 0 | 0 | 10 | 10 | 10 | 25 | 25 | 15 | 25 | 25 | 25 | 25 |
| II. Significant Segment Enrollment - Cumulative | 100% | | | | | | | | | | | | |
| A. Male | 40 | | | 4 | 4 | 4 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| B. Female | 60 | | | 6 | 6 | 6 | 15 | 15 | 15 | 15 | 15 | 15 | 15 |
| C. 19 and Under | 10 | | | 1 | 1 | 1 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| D. 20 - 21 | 30 | | | 3 | 3 | 3 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| E. 22 - 44 | 50 | | | 5 | 5 | 5 | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| F. 45 - 54 | 5 | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| G. 55 and Over | 5 | | | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| H. White-not Hispanic | 70 | | | 7 | 7 | 7 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| I. Black-not Hispanic | 5 | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| J. Hispanic | 20 | | | 2 | 2 | 2 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| K. American Indian | 0 | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| L. Asian-Pacific Islander | 5 | | | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| III. Target Groups | | | | | | | | | | | | | |
| A. | | | | | | | | | | | | | |
| B. | | | | | | | | | | | | | |
| C. | | | | | | | | | | | | | |
| D. | | | | | | | | | | | | | |
| E. | | | | | | | | | | | | | |
| F. | | | | | | | | | | | | | |
| G. | | | | | | | | | | | | | |
| H. | | | | | | | | | | | | | |
| I. | | | | | | | | | | | | | |
| J. | | | | | | | | | | | | | |
| K. | | | | | | | | | | | | | |
| L. | | | | | | | | | | | | | |

WHITE-HEADQUARTERS
YELLOW-CONTRACTOR
GREEN-CONTROLLER
PINK-DISTRICT OFFICE
GOLDENROD-FIELDMAN
BLUE-CONTRACTOR'S FILE

YOLO COUNTY AGREEMENT NO. 80-182

STATE OF CALIFORNIA
# DEPARTMENT OF TRANSPORTATION

Sheet 1 of 2

Yol Var

No Federal Funds Involved

| SOURCE DIST | SOURCE UNIT | CHARGE DIST | CHARGE UNIT | EXP. AUTH. GEN. LED. / JB. ACCT. / WORK ORDER NO. | SPECIAL DESIGNATION CC / JOB NO. / P.M. PARCEL NO. / LOCATION BRIDGE NO. ETC. | OBJECT | AMOUNT DEBIT OR CREDIT | FISCAL YEAR | CC | ENCUMBRANCE DOCUMENT NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|
| 03VAR | | ------ | | 505022 | | 778 | 6,300 00 | 81 | SC | 030837 |

| ITEM | CHAPTER | STATUTES | FISCAL YEAR |
|---|---|---|---|
| | | | 1981 |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Curtis Sparr — DATE: 5-29-80

CONTRACT NO. COMMERCIAL SERVICES 30837
This number to be placed on all bills

Marysville, CALIFORNIA, May 29, 19 80

Contractor's Name COUNTY OF YOLO, c/o Herbert W. Chandler (Please bill as above) Agricultural Commissioner Phone 666-8263

Address P. O. Box 175 Woodland, CA 95695

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, and Jimson Weed on State highway rights of way in Yolo County for the period July 1, 1980, through June 30, 1981, as follows:

Route

128 Napa County Line to Winters
80 Solano County Line to Sacramento County Line
113 Solano County Line to Sutter County Line at Knights Landing

FILED
JUL 8 - 1980
PETER McNAMEE, Clerk
By Deputy

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1981

(continued)

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided that by mutual consent this agreement may be modified and that the State reserves the right to terminate this agreement upon written notice to the Contractor.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

By M Lunsford
District Maintenance Engineer

Approved by

Date

CONTRACTOR

COUNTY OF YOLO
Firm Name

By Tayla J. Thompson
TAYLA J. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS
P. O. Box 1098, Woodland, CA 95695

MAIL BILLS IN TRIPLICATE TO:
Department of Transportation
P. O. Box 911
Marysville, CA 95901

FORM OE 1284 (4-78)

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation, the Chief Engineer and the Chief of Administrative Services against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Chief Engineer or the Chief of Administrative Services in writing.

B.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

C.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

D.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

E.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

F.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

G.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

(continued)

Route

| | |
|---|---|
| 16 | Colusa County Line to Sacramento County Line |
| 45 | Knights Landing to Colusa County Line |
| 505 | Solano County Line to Junction Route 5 |
| 84 | Solano County Line to Junction Route 80 |
| 5 | Between Sacramento County Line and Colusa County Line |

Materials to be used and application rates are as follows:

| | | | |
|---|---|---|---|
| AT-90 | - 1-2 Lbs. per acre | M.S.M.A. | - 2 Qts. per acre |
| Phytar (Dilic) | - 4 Qts. " " | Anmate X-NI | - 60 Lbs. " " |
| Princep | - 5 Lbs. " " | No Foam | - 1 Pt. " " |
| Dowpon C | - 30 Lbs. " " | Roundup | - 4 Qts. " " |
| Surfactant | - 1 Pt. " " | | |

Puncture Vine to be controller under an integrated program of biological control. Chemicals may be used in instances where biological control will not suppress Puncture Vine sufficiently.

No materials, other than those listed above, shall be used unless specific approval has been obtained from the State.

It is understood that control and/or eradication of the aforementioned noxious weeds will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

| | |
|---|---|
| Labor | - $10.00 per hour |
| Equipment | - $ 5.00 per hour |
| Supplies | - Cost plus sales tax, if such applies |

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

The State reserves the right to terminate this contract for any reason upon 30 days written notice to the Contractor.

Should funds not be appropriated by the Legislature for fiscal year 1981, Caltrans will exercise its option to cancel this contract.

BK

FILED

JUN 12 1980

PETER MCNAMEE, Clerk

By Jan Greer DEPUTY

AGREEMENT NO. 80-183

Agreement Modifying Agreement No. 75-146, In Re: Yolo County Central Landfill; Fuel Surcharge)

THIS AGREEMENT, made and entered into this 10th day of June ,1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter called "COUNTY"), and OAKLAND SCAVENGER COMPANY, (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS.

1. On April 23, 1975, COUNTY and CONTRACTOR entered Agreement No. 75-146, providing for the performance of services by CONTRACTOR in connection with the managing, maintaining, operation and closing of the County Central Landfill Disposal Site.

2. Said agreement calls for annual adjustments to the consideration paid by COUNTY to CONTRACTOR for performing said services, said adjustment limited to no more than SIXTY-FIVE (65%) PERCENT of the percentage increase in the Consumer Price Index as calculated pursuant to Agreement No. 75-146.

3, The adjusted consideration to be paid to CONTRACTOR pursuant to Agreement No. 75-146 has been demonstrated by independent audit acceptable to COUNTY to be less than the actual increases in CONTRACTOR'S costs of operation, primarily due to extraordinary and unanticipated increases in the price of fuel, which increases were not anticipated by either party to Agreement No. 75-146, and which are not adequately reflected in the Consumer Price Index because said Index is an average which allocates to fuel costs a smaller percentage of total costs than the actual percentage in CONTRACTOR'S operation.

4. COUNTY has determined that a temporary increase in the consideration paid to CONTRACTOR for services performed is necessitated and warranted by said increases in fuel prices resulting in unanticipated and extraordinary costs to CONTRACTOR.

5. By virtue of the original terms of Agreement No. 75-146, either party is given power to terminate the agreement upon NINETY (90) DAYS' written notice to the other party of the intent to terminate; COUNTY has determined that the public interest is best served by not terminating said agreement, but rather by providing a temporary increase in consideration as set forth herein.

6. Prior to June 22, 1979, CONTRACTOR notified COUNTY of its fuel cost-related losses. COUNTY requested an independent audit, which audit was submitted by Landucci, Richter, and Bick, Certified Public Accountants, on June 22, 1979, and which verified current and future fuel cost-related losses to CONTRACTOR in excess of FOURTEEN (14¢) CENTS per ton.

7. The parties hereto mutually acknowledge and agree that from and after a date ninety (90) days subsequent to receipt by COUNTY of the independent audit referenced hereinabove, commencing on September 20, 1979, COUNTY has received from CONTRACTOR consideration over and above that required by Agreement No. 75-146, specifically CONTRACTOR'S bargained-for forebearance to exercise its power to terminate Agreement No. 75-146.

8. The parties mutually acknowledge and agree that payments by COUNTY to CONTRACTOR of the fuel surcharge referenced herein, pursuant to the terms hereof, retroactive to September 20, 1979, constitutes full and fair consideration for the above-referenced

additional consideration paid by COUNTY to CONTRACTOR.

AGREEMENTS:

In and for the mutual consideration recited herein, the parties agree as follows:

1. Temporary Fuel Surcharge. In addition to the consideration paid by COUNTY to CONTRACTOR for services rendered pursuant to Agreement No. 75-146, as adjusted pursuant to Paragraph No. 7 of said Agreement, COUNTY agrees to pay to CONTRACTOR an additional sum, identified herein as a "fuel surcharge", in the amounts agreed upon pursuant to this agreement.

2. Fiscal Year 1979-80.

A. Future Payments: From and after the effective date of this agreement, and until June 30, 1980, the fuel surcharge shall be the sum of FOURTEEN (14¢) CENTS per ton of material placed, compacted, and covered during the month. Said sums shall be billed to COUNTY and paid to CONTRACTOR in the same manner and time as the consideration paid pursuant to Agreement No. 75-146.

B. Retroactive Fuel Surcharge: Upon execution of this Agreement, COUNTY shall be obligated to pay to CONTRACTOR a one-time retroactive fuel surcharge payment of a sum equal to FOURTEEN (14¢) CENTS per ton of material placed, compacted, and covered between September 20, 1979, and the effective date of this Agreement, said sum to be due and payable at the same time and manner as COUNTY'S first regular payment of the fuel surcharge referenced herein.

///

3. Fiscal Year 1980-81 and 1981-82.

Prior to June 1, 1980, CONTRACTOR shall submit verifiable documentation or an independent audit if requested by COUNTY sufficient to determine whether a fuel surcharge is appropriate for fiscal year 1980-81, and shall do the same prior to June 1, 1981, for fiscal year 1981-82. Said fuel surcharge, if any, will be calculated and paid on the basis of said verifiable documentation or independent audit and this agreement.

COUNTY expressly makes no covenant or warranty that any fuel surcharge shall be paid in Fiscal Year 1980-81 or 1981-82, but reserves its right to determine whether such surcharge is appropriate and the amount thereof on the basis of the verifiable documentation or the independent audits referenced above. The fuel surcharge, if any, for Fiscal Year 1980-81 and 1981-82 shall be in effect only after mutual approval thereof by the COUNTY Board of Supervisors and CONTRACTOR.

4. Additional Consideration to County.

In and for consideration of the additional retroactive and future fuel surcharge compensation hereinabove referenced, the ninety (90) day termination notice provision of paragraph 1 of Agreement No. 75-146 shall be increased to one-hundred eighty (180) days notice during any time period for which CONTRACTOR is paid an additonal fuel surcharge pursuant to this agreement. At any time during which no fuel surcharge is paid, this agreement shall have no effect, and the terms of Agreement No. 75-146 shall apply as written.

5. Ratification of Agreement No. 75-146

With the exception of the provisions set forth herein, the

parties mutually agree and acknowledge that all terms and conditions of Agreement No. 75-146 shall remain in full force and effect, and be fully binding upon the parties.

6. Term . The term of this agreement shall be from the date first hereinabove written through and including the termination date of Agreement No. 75-146.

7. Binding on Successors. The provisions of this agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By Jan Oser
Deputy

(SEAL)

OAKLAND SCAVENGER COMPANY

By: Peter Borghero
PRESIDENT

APPROVED AS TO FORM

By

BK

Yolo County Agreement No. 80-184

State of California The Resources Agency
DEPARTMENT OF PARKS & RECREATION

# PROJECT AGREEMENT
## STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

APPLICANT County of Yolo (Name of Applying Jurisdiction) PROJECT NUMBER 57-0009 (Leave Blank)

PROJECT TITLE Meadowdale Park

PROJECT PERFORMANCE PERIOD Date of Execution by State to June 30, 1982

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974, agrees to fund the project up to the total state Grant amount indicated.

PROJECT DESCRIPTION: This project involves planning and design work, site preparation, installation of irrigation and domestic water systems, development of open turn playfield, tot lot, utilities, security lighting, walkways, and parking area. No funds shall be disbursed under this agreement until applicant has complied with provisions of the California Environmental Quality Act.

NOTE SPECIAL PROVISIONS

Total State Grant not to exceed $ 60,000.00

County of Yolo
Applicant (Name of applying jurisdiction)

By Gloria S. McGregor
Signature of Authorized Representative

Title Director of Parks

Date 6-10-80

East Yolo Community Services District

By

Title General Manager

Date

APPROVED AS TO FORM
CHARLES R. MACK
SCHOOL COUNSEL
By Deputy County Counsel

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date

## CERTIFICATION OF FUNDING
(Leave Blank)

CONTRACT NO. Project 57-0009

AMOUNT OF THIS ESTIMATE $ 60,000.00

UNENCUMBERED BALANCE $

ADJ. INCREASING ENCUMBRANCE $

ADJ. DECREASING ENCUMBRANCE $

FUND State Beach, Park, Recreational and Historical Facilities Fund of 1974

APPROPRIATION

ITEM 4370(90.5) | CHAPTER 219 | STATUTES 1974 | FISCAL YEAR 1979-80

FUNCTION

LINE ITEM ALLOTMENT

I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

TB A No | B H No

SIGNATURE OF ACCOUNTING OFFICER | Date

DPR 463 (Rev. 2/78)

STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

Project Agreement
Special Provisions

Effective July 1, 1980, the applicant agency shall be the East Yolo Community Services District and said District shall assume all obligations under provisions of this agreement. The General Manager of the East Yolo Community Services District shall conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, and so on which may be necessary for the completion of the Meadowdale Project. On and after said date, State of California shall assert no claims, liability or obligations against the County of Yolo of any nature whatsoever. The East Yolo Community Services District shall be primarily and solely liable and obligated under this agreement.

General Provisions

A Definitions

1 The term "State" as used herein means the California State Department of Parks and Recreation.

2 The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.

3 The term "Project" as used herein means the project which is described on page 1 of this agreement.

4 The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B Project Execution

1 Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2 The Applicant agrees to complete the Project in accordance with the time of project performance set forth on Page 1 and under the terms and conditions of this agreement.

3 If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.

4 The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.

5 The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.

6 All significant deviations from the Project shall be submitted to the State for prior approval.

7 If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the applicant's approved appraisal of such property which has also been approved by state or the amount established as compensation by a nonstipulated final judgment in an eminent domain proceeding. The approved appraisal report prepared in accordance with Government Code Section 7267 to 7267.7 inclusive used to establish the fair market value or compensation shall be furnished to state for review and approval. Applicant agrees to furnish state additional supportive appraisal material or justification as may be requested by state.

Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8 Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

   During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system provided such system meets the minimum requirements as may be established by State.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount allocated for acquisition as set forth on page 1 of this agreement:

   a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.

      (1) State may elect to make disbursement for deposit into escrow.

   b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.

   c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of a statement of estimated costs from Applicant.

   The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

   Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

   In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

BK

STANDARD AGREEMENT — CONTRACTOR'S COPY

STATE OF CALIFORNIA
STD. 2 REV. 11/75

YOLO COUNTY AGREEMENT NO. 80-185

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

FILED
JUN 17 1980
PETER McNAMEE, Clerk
By [illegible] DEPUTY

THIS AGREEMENT, made and entered into this 1st day of July, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Deputy Director | DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS | 80-0558-80 |

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, funds are made available to the State of California pursuant to Public Law 92-255, Section 409, as amended by Public Law 96-181(1980), and distributed to the State by Grant Award; and

WHEREAS, Contractor has complied with the State's request for proposal to establish a need to provide the necessary qualified personnel, materials and facilities required to provide an effective program of drug abuse services; and

APPROVED
Burt K. Cole
Department of Finance
Budget Division

WHEREAS, Contractor has been recommended for funding by the County Drug Abuse Coordinator and the County Advisory Committee on Drug Abuse;

THEREFORE, the parties agree to the following:

1. Contractor shall provide drug abuse services as described in Exhibit "A", entitled "Scope of Work", attached hereto and incorporated by this reference.

2. Philip Walker, is designated as Contractor's Project Director. The State shall be notified in writing, within ten (10) working days when a change of Project Director occurs.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO |
| BY (AUTHORIZED SIGNATURE): [signature] | BY (AUTHORIZED SIGNATURE): [signature] |
| TITLE: Deputy Director | TITLE: THYLA J. THOMPSON, CHAIRMAN BOARD OF SUPERVISORS |
| (CONTINUED ON 3 SHEETS EACH BEARING NAME OF CONTRACTOR) | ADDRESS: P. O. Box 1093 Woodland, CA 95695 |

Department of General Services Use ONLY

This Agreement is not a contract as defined by Government Code 14780 and, therefore, is exempt from General Services approval.

JUN 24 1980

| | | | | |
|---|---|---|---|---|
| AMOUNT ENCUMBERED: $ 19,831.00 | APPROPRIATION: Local Assistance | | FUND: General | |
| UNENCUMBERED BALANCE: $ | ITEM: 282(a) | CHAPTER | STATUTES: 1980 | FISCAL YEAR: 1980-81 |
| ADJ. INCREASING ENCUMBRANCE: $ | FUNCTION: 409 Formula Grant; "Funding subject to approval of the Budget Act of 1980" | | | |
| ADJ. DECREASING ENCUMBRANCE: $ | LINE ITEM ALLOTMENT: 320-04-601 | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 6/24/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1205 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Mark Whisler, Division of Drug Programs is designated as the State's Project Coordinator. The State reserves the right to change the Project Coordinator during the term of this Agreement.

4. All reports, invoices or other communications shall be submitted to the 409 Projects Unit, Department of Alcohol and Drug Programs, hereinafter referred to as ADP, 111 Capitol Mall, Sacramento, CA 95814.

5. All financial, statistical, personal, technical, and other data and information relating to human subjects in the course of this Agreement shall be protected by Contractor from unauthorized use and disclosure. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available; is already rightfully in the Contractor's possession; is independently developed by Contractor outside the scope of this Agreement; or is rightfully obtained from a third party.

6. Exhibit "A(F)", entitled "Additional Provisions", is attached hereto and incorporated by this reference.

7. The provisions of Exhibit A(F) notwithstanding, contractor shall submit any subcontracts to the State for review and approval prior to implementation. Requests for subsequent budget line item changes within the subcontract must be submitted to and approved by the State. Upon termination of any subcontract, the State shall be notified in a timely manner. The State reserves the right to withhold payment of claims until the applicable subcontract has been submitted to and approved by the State.

8. Exhibit "B", entitled "Budget", is attached hereto and incorporated by this reference.

9. Exhibit "C", entitled "Prior to July 1, 1980 Language", is attached hereto and incorporated by this reference in recognition of both parties that the validity and effectiveness of this Agreement are conditioned upon the availability of funds for this purpose in the Budget Act of 1980. Further, it is understood that this Agreement is funded by federal funds made available to the State. The State may terminate this Agreement immediately whenever such federal funds are not or no longer made available to the State for purposes of carrying out the Federal 409 Formula Grant and the purposes of this Agreement.

10. Exhibit "D", entitled "Maintenance of Effort Requirements", is attached hereto and incorporated by this reference.

11. All reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement become the property of the State. The State reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated outside the State in whole or in part, nor released to the public, without the direct authorization of the Director of ADP or an authorized designee.

12. The Project Director shall submit a written progress report to the ADP three (3) months after the effective date of the Agreement and quarterly thereafter during the balance of the Agreement period. The report shall include, but not be limited to, a description of activities performed during the reporting period; a description of any problems encountered in providing services; any pertinent facts or interim findings affecting this project; and a statement that the Contractor is or is not on schedule in implementing the provisions of this Agreement. If the latter is true, Contractor shall describe what steps will be taken to assure compliance with this Agreement.

13. The quarterly progress report, Paragraph 12 herein, must be submitted to the ADP by the twentieth (20th) working day of the month following the three month quarter being reported. It is further understood that failure to comply with this provision may result in the State withholding payment to the Contractor.

14. Contractor shall submit a final, comprehensive, written report on the year's work and/or services. The report shall be submitted in duplicate and shall include a detailed description of the Project's achievements related to the objectives and services authorized during the agreement period; an evaluation of the quantity, quality, and impact of the work/services undertaken; and conclusions and findings resulting from the project and resulting Contractor recommendations. The final report shall be submitted with a final invoice within forty-five (45) days after the termination date hereof except as may be otherwise specified herein. The final report will be reviewed and approved by the Director of ADP or an authorized designee. It is further understood that failure to comply with this provision may result in ADP withholding payment to the Contractor.

15. This Agreement may be terminated by either party upon thirty (30) days written notice. If the State elects to terminate this Agreement, the State agrees to reimburse Contractor for all expenses and noncancelable obligations incurred prior to the date of said notice. Expenses and noncancelable obligations are those items specified in Exhibit "B", Budget, herein which the State shall deem appropriate and applicable and are within approved line item amounts and the total contract amount. If Contractor elects to terminate this Agreement, the Contractor agrees to reimburse the State for any and all nonconsumed items as of the date of said notice and specified in Exhibit "B", Budget, herein. Written notice of termination becomes effective on the date the notification is postmarked, or the date received by the Contractor or the State if not dispatched by mail.

16. In consideration of the above services when rendered to the satisfaction of the State, the State shall reimburse the Contractor no more frequently than monthly, in arrears, upon submission of an invoice in triplicate stating the contract number and time period covered, for actual expenditures incurred in accordance with the Budget, Exhibit "B", herein, to: 409 Projects Unit, State Department of Alcohol and Drug Programs, 111 Capitol Mall, Sacramento, CA 95814. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed $2,000. Individual line item means salary for each authorized position, fringe benefits, and expenses for each item listed within operating expenses and equipment. Contractor shall submit an explanation of the need for such excess with the

claim for reimbursement and specifically identify the line item(s) to be reduced in order to increase the excess line item(s), and, provided further, that the State reserves the right to deny any such claim for any excess reimbursement on any line item. It is understood that in no event shall the maximum amount payable by the State to the Contractor under this Agreement exceed the maximum amount specified in Paragraph 19 herein.

17. It is mutually agreed upon by both parties that Contractor may request one formal amendment to this Agreement to adjust the budget. "Formal Amendment" means an adjustment to the Budget, Exhibit "B", herein, which exceeds $2,000 of a line item referred to in Paragraph 16 herein. Said request shall be submitted to the ADP by January 1, 1981 and include, but not limited to, a statement of the adjustment requested, a detailed description of why the adjustment is necessary and how the need for an adjustment came about, indicate the adverse effects of not approving the requested adjustment, and indicate other alternatives available. It is understood that a formal amendment requires all necessary reviews and approvals in advance of the effective date of such changes. Exceptions to the one budget amendment limitation will be considered on an individual basis and must be fully justified by the Contractor. The State also reserves the right to reject any other requests to amend this Agreement for budget adjustments after January 1, 1981.

18. The period of this Agreement shall be from July 1, 1980 through June 30, 1981.

19. The total amount payable by the State to the Contractor under this Agreement shall not exceed $ 19,831.00 , except as stated in Paragraph 20 below.

20. This contract is funded at the Contractor's 1979/80 level of funding. Should Federal funds become available, this contract may, at the option of the State, be revised to provide a cost-of-living increase for an amount up to, but not to exceed, nine percent of the total contract amount. The amount of any increase to the rates on the maximum shall be reflected in a budget adjustment with the effective date of the revised rates and maximum entered thereon.

COUNTY OF YOLO

Exhibit "A"
Page 1 of 1
D-0059-80

## Scope of Work

The Contractor shall provide 75% of one Hispanic counselor's time to provide direct counseling to drug-dependent persons, their families and associates. Specific counselor duties will include:

A. Communicate with Spanish speaking people throughout Yolo County regarding drug program services and related services available to drug-dependent persons and their families.

   1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.

B. Provide direct counseling and community program liaison services primarily to at least 82 Spanish-speaking persons involved in drug-dependent or drug-related problems. (82 is 75% of 110 persons.)

   1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.

   2. The amount of duration of counseling will depend upon individual circumstances, but a minimum of 460 visits to clients will be made by the counselor.

C. Provide leadership and consultation to fifty (50) community and ten (10) school organizations regarding drug abuse treatment services and counseling. (375 public contacts, 150 school contacts)

D. Be responsible for the production of twelve (12) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug dependent persons and their families.

E. Assist the County Drug Abuse coordination in improving linkages between existing drug abuse services and resources available to the Hispanic community in Yolo County.

F. Consult with and train paraprofessional persons working with the Hispanic communities in Yolo County.

EXHIBIT A(F)

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the State advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the State and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this Contract or with any of such Federal rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive

Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secreatry of Labor issues pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions including sanctions for noncompliance - provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular state employees under State Board of Control rules. No travel outside of the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) Furnishing of Property by the State or Purchase of Property with State or Federal Funds

(a) 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the work described herein shall be the property of the State and shall be subject to the provisions of Paragraphs (c) 1 through 5 below.

2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)

At the time of purchase of equipment under the terms hereof, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached.

3. (Applicable only if State furnishes nonexpendable property to Contractor.)

State furnished property to be used by Contractor in the performance of this contract is identified on the attached Exhibit A-1, which is attached hereto and made a part by this reference.

4. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.

5. At the close of the project covered by this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(b) 1. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.

(c) 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such state property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

2. State property shall be used only for the performance of this contract.

3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.

4. Paragraph (9) (a) (2) above, pertaining to the purchase of equipment and the submitting a list of such equipment in accordance with the instructions and format

contained in Exhibit A-1 shall be applicable even though the equipment is purchased by the State for the Contractor.

5. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.

(10) Prior Authorization Requirement

Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred twenty-five dollars ($125) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Allowable Costs and Payments

(a) It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract. State shall review said invoice(s) for accuracy, allowable costs and arithmetic before approval.

(b) At any time or times prior to final payment under this contract the State may audit or review the invoices. Each payment theretofore made shall be subject to reduction in amounts included in the related invoice which are found by the State, on the basis of such audit or review, not to constitute allowable costs or to contain an error in arithmetic. Any payment may be reduced for overpayments or increased for underpayments, on preceding invoices.

(c) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(13) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(14) Examination of Records by State

(a) The Contractor agrees that the State and the Comptroller General of the United States and the Secretary of Health, Education, and Welfare, or any of their duly authorized representatives, shall until expiration of four years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause: "(Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name) agreement with the State of California, and to permit the State or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of (Name of Subcontractor or Vendor) related to this (purchase order or subcontract)."

(15) Accounts, Audit, and Records

(a) The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices,

sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.

(b) The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and records shall be subject at all reasonable times to inspection and audit by the State or any of its duly authorized representatives, including the Comptroller General of the United States.

(c) The Contractor shall preserve and make available records (1) for a period of four years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (1) litigation or the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(16) Final Invoice - Final Report

A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 90 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Prohibition Against the Use of Health, Education and Welfare (HEW) Funds to Pay for Costs of Influencing Legislation

Contractor agrees that no part of any funds under this contract shall be used to pay the salary or expenses of any Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation or appropriations pending before the Congress. Contractor further agrees to include this claim in all subcontracts.

(19) Convenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(20) Inspection

The State through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State on the premises of the subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(21) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract distinctions on the grounds of race, color, creed, or national origin include, but are not limited to, the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner of at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that

intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(22) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, may be resolved by the State through the Department of Alcohol and Drug Programs Affirmative Action Complaint Process.

(23) Notice of Complaint Procedure

The Contractor shall, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Contractor, the Department of Alcohol and Drug Programs, and/or the United States Department of Health, Education, and Welfare's Office for Civil Rights.

(24) Employment of the Handicapped

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the

Secretary of Health, Education, and Welfare effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

(25) Disabled Veterans and Veterans of the Vietnam Era

The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(26) Rights in Data

(a) Subject data. As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this grant. The term does not include financial reports, cost analyses, and similar information incidental to grant administration.

(b) State rights. Subject only to the provision of (c) below, the State may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data delivered under this contract.

(c) License to copyrighted data. In addition to the State rights as provided in (b) above, with respect to any Subject Data which may be copyrighted the Contractor agrees to and does hereby grant to the State a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and to have or permit others to do so: provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such contract.

(d) Relation to patents. Nothing contained in this clause shall imply a license to the State under any patent or be construed as affecting the scope of any license or other right otherwise granted to the State under any patent.

(27) Clean Air and Water

(Applicable only if the contract exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

2. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use their best efforts to comply with clean air standards and clean water standards at the facility in which this contract or subcontract is being performed.

# EXHIBIT NO. A 1

## EXPENDABLE AND NON-EXPENDABLE EQUIPMENT ACQUIRED UNDER CONTRACT

List each item of expendable and non-expendable equipment having a unit value of $100.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE: _____

CONTRACT EQUIPMENT ALLOTMENT FROM BUDGET EXHIBIT: _____

| PURCHASE ORDER OR DOCUMENT NO. | QUANTITY | DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity) | STATE I.D. TAG NO. | SERIAL NUMBER | COST PER UNIT | DATE RECEIVED |
|---|---|---|---|---|---|---|
| | | | | | | |

## INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Alcohol and Drug Programs (ADP), 111 Capitol Mall, Sacramento, California 95814, Attention: Office Services Unit The duplicate should be retained by you for your records. For information - Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of ADP will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

| | |
|---|---|
| Tables, desks, and similar articles | Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top. |
| Chairs | Place tag at center of the rear edge of the seat. |
| One piece files or cabinets | Place tag on the upper left-hand corner of the front of the frame. |
| Upholstered furniture | Place tag on the side of an exposed leg. |

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

COUNTY OF YOLO

Exhibit "B"
Page 1 of 1
D-0059-80

Budget

| Personal Services | Amount |
|---|---|
| Mental Health Counselor I @ 75% time (12 months x $1,690/month x 75%) | $15,210 |
| Fringe Benefits @ 27.31% | 4,154 |
| Total Personal Services and Fringe Benefits | $19,364 |
| **Operating Expense** | |
| Mileage for Mental Health Counselor I (at State Board of Control rates) | $ 467 |
| TOTAL CONTRACT AMOUNT | $19,831 |

Exhibit No. C

STATE OF CALIFORNIA

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

Prior to July 1, 1980 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1980.

(2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1980, for the fiscal year 1980-81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

Exhibit D

## MAINTENANCE OF EFFORT REQUIREMENTS

Federal law prohibits the replacement of non federal funds with federal funds appropriated pursuant to federal Public Law 92-255. Public Law 94-237 re-enacted and continued the provisions of Public Law 92-255. Accordingly Contractor will not, in any way whatsoever supplant, replace or substitute any non federal funds with federal funds made available pursuant to Public Law 92-255 Section 409 and/or 410.

In every invoice or claim for reirbursement Contractor shall certify that no such supplantation, replacement, or substitution has occurred. Contractor shall establish and maintain such records and documentation as are necessary to verify Contractor's compliance with this section. Contractor assumes sole responsibility for compliance with these maintenance of effort provisions as required by Public Law 92-255 Section 409(e) (11) and Public Law 94-237, and saves the State harmless from any violation thereof.

Public Law 92-255 Section 409(e)(11) states that the Contractor shall:

> "Provide reasonable assurance that federal funds made available under this section for any period will be so used as to supplement and increase, to the extent feasible and practical, the level of State, local and other non federal funds that would in the absence of such federal funds be made available for the programs described in this section, and will in no event supplant such State, local and other non federal funds."

Book

FILED

JUN 18 1980

PETER McNAMEE, Clerk
By RICKIE MIYAHARA
DEPUTY

AGREEMENT NO. 80-186

THIS AGREEMENT, dated for convenience this 17th day of June, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and the YOLO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as ("CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to obtain transportation services in connection with the operation of a summer youth employment program under the Comprehensive Employment and Training Act, which services are more particularly described in the work schedule appended as Exhibit No. 1 to this contract.

2. CONTRACTOR desires to provide such services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services described in the work schedule appended hereto as Exhibit No. 1, which schedule is incorporated herein by this reference.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to perform the services required in this agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this agreement in the manner and according to the standards observed by a competent provider of the business in which CONTRACTOR is engaged.

4. PERSONNEL. CONTRACTOR shall assign only competent bus drivers with good

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

driving records to perform services pursuant to this agreement.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE.

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

B. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a party indemnified hereunder.

7. TERMINATION. Either party shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to the other party. Either party shall also have the right to terminate this Agreement immediately for failure of the other party to comply with the

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid the CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain complete and accurate accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection and audit by authorized representatives of COUNTY and/or the Department of Labor at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is of the essence of this Agreement.

11. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

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P.O. BOX 1271
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

12. LAWS.

A. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representaive of CONTRACTOR's commitments

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

13. COMPENSATION. The consideration to be paid CONTRACTOR, $97.75 per day of participant transportation, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. For additional transportation services provided at the request of COUNTY over those specified in Exhibit No. 1, CONTRACTOR shall be reimbursed at the rate of $9.50 per hour of driver time and $0.60 per mile for use of the bus.

14. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

15. PAYMENT. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sums specified in Paragraph 13 above. CONTRACTOR shall submit invoices dated July 2, 1980, August 1, 1980, and September 2, 1980, to the Yolo County Manpower Division.

16. DISPUTES.

A. When CONTRACTOR and COUNTY fail to agree as to whether any work is within the scope of this agreement, CONTRACTOR shall nevertheless immediately perform such work upon receipt from COUNTY of a written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

a written protest to COUNTY, specifying in detail in what particulars the agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that COUNTY will have notice of a potential claim which may be filed by CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price and agreement time due to such work, and CONTRACTOR thereafter shall not be entitled to any adjustment of agreement price or time therefor. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price or time, the extent of such adjustments shall be determined by the Regional Director of the Department of Labor, or his or her designee, which determination shall be final and binding on the parties.

17. COVENANT AGAINST CONTINGENT FEES. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breach or violation of this warranty, COUNTY shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. TERM. The term of this contract shall be as specified in Exhibit No. 1, except that it shall not be effective until prior written approval is obtained from the Department of Labor.

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated: June 17, 1980.

COUNTY OF YOLO, a political subdivision of the State of California

By Trinda J. Thompson

ATTEST:

PETER McNATT, CLERK

BY Jan Orser
DEPUTY

(SEAL)

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

By Jack Potts
Representative

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND CA 95695
TEL NO. (916) 666-8211

EXHIBIT NO. 1

SCHEDULE OF WORK TO BE PERFORMED

CONTRACTOR shall provide daily transportation for Summer Youth Program participants from the Winters, Esparto, and Madison Areas, including the Madison Labor Camp to various job sites in Woodland and return the participants to their respective pickup points at the conclusion of the work day. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a regular twenty-two (22) passenger school bus that meets all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol. In providing this service, CONTRACTOR may employ fully qualified and licensed bus drivers with good driving records. COUNTY shall notify CONTRACTOR'S Transportation Coordinator of those days when participants will not require transportation to and from their job sites.

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BK

AGREEMENT NO. 80-187

Woodland, California

May 21, 1980

GEORGE L. CARRERE
GRANTOR

FILED

JUN 18 1980

PETER McNAMEE, Clerk
By Jan Orser
DEPUTY

RIGHT OF WAY CONTRACT

COUNTY HIGHWAY

Document No. 80-20 in the form of a Grant Deed, covering the following described property:

A 10.00 foot wide strip of land being a portion of the Northwest Quarter of the Northwest Quarter of Section 4, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, said 10.00 foot wide strip of land being more fully described as follows:

COMMENCING at the Northwest corner of said Section 4; thence South 89°38'05" East 150.00 feet along the North line of said Northwest Quarter of Section 4; thence South 00°53'08" West 25.00 feet to the Southerly right of way line of Gibson Road, THE TRUE POINT OF BEGINNING: THENCE South 89°38'05" East 1173.28 feet along said Southerly right of way line of Gibson Road to the East line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South 01° 01'06" West 10.00 feet along said East line; thence North 89° 38'05" West 1173.26 feet along a line parallel with and 10.00 feet Southerly, measured at right angles of said Southerly right of way line of Gibson Road; thence North 00°53'08" East 10.00 feet to the true point of beginning.

Containing 0.269 acres. Excepting Therefrom: Exhibit A attached to said deed.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of

Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $10,760.00 for the property as conveyed by Grant Deed No. 80-20 (herein described) within sixty (60) days after date title to said property vests in, or is in excrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 74584 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTOR

George L. Carrere

GEORGE L. CARRERE

Dated: 6-17-80

Recommended for Approval.

By Lloyd H. Roberts

Dwight J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

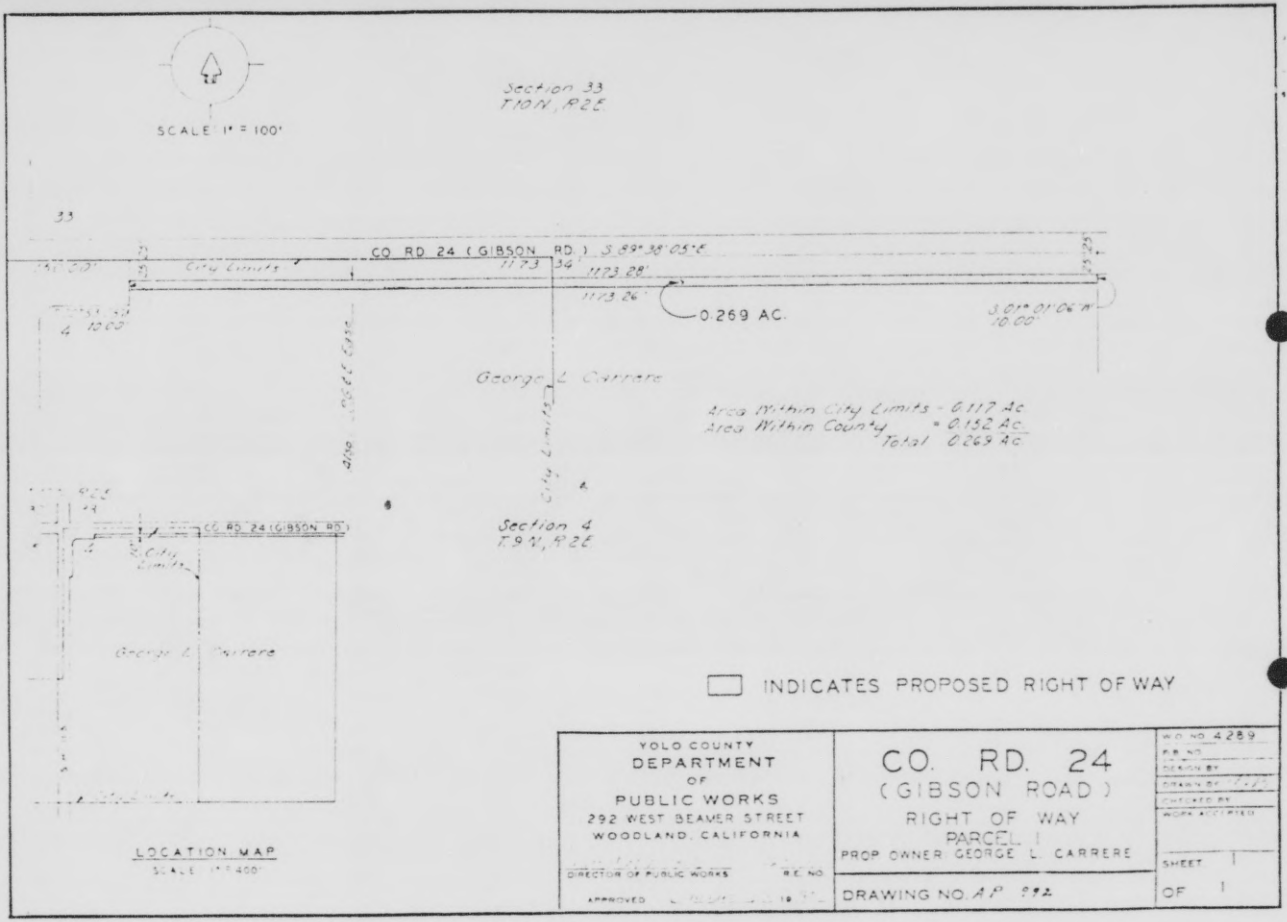
NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

APPROVED AS TO FORM

County Counsel, Yolo County

ATTEST:
PETER McNAMEE, COUNTY CLERK

By Jan Orser, Deputy


SCALE 1" = 100'
Section 33
T10N, R2E
33
CO RD 24 (GIBSON RD.) S 89° 38' 05" E
1173.34'
1173.28'
1173.26'
City Limits
0.269 AC.
S 01° 01' 06" W
10.00'
George L. Carrere
Area Within City Limits = 0.117 Ac
Area Within County = 0.152 Ac.
Total 0.269 Ac
Section 4
T9N, R2E
CO. RD. 24 (GIBSON RD.)
George L. Carrere
LOCATION MAP
SCALE 1" = 400'
INDICATES PROPOSED RIGHT OF WAY
YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAVER STREET
WOODLAND, CALIFORNIA
DIRECTOR OF PUBLIC WORKS
R.E. NO.
APPROVED
CO. RD. 24
(GIBSON ROAD)
RIGHT OF WAY
PARCEL 1
PROP OWNER GEORGE L. CARRERE
DRAWING NO. A.P. 992
W.O. NO. 4289
R.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED
SHEET 1
OF 1

DK

AGREEMENT NO. 80-188

Woodland, California

ICH. INC., A CALIFORNIA CORPORATION AND CAL-PENN BUILDERS, INC., A CALIFORNIA CORPORATION.
GRANTOR

FILED

JUN 18 1980

PETER McNAMEE, Clerk

RIGHT OF WAY CONTRACT

COUNTY-HIGHWAY

Document No. 80-21 in the form of a Grant Deed, covering the following described property:

A 10.00 foot wide strip of land being a portion of the Northwest Quarter of Section 4, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, said 10.00 foot wide strip of land being more fully described as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of Section 4; thence North 89°38'05" West 660.99 feet along the North line of said Northwest Quarter of Section 4; thence South 01°02'54" West 25.00 feet to the Southerly right of way line of Gibson Road. THE TRUE POINT OF BEGINNING: THENCE North 89°38'05" West 660.98 feet along said Southerly right of way line of Gibson Road; thence South 01°01'06" West 10.00 feet; thence South 89°38'05" East 660.98 feet along a line parallel with and 10.00 feet Southerly, measured at right angles, of said Southerly right of way line of Gibson Road; Thence North 01°02'54" East 10.00 feet to the true point of beginning.

Containing 0.152 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on

account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $2,660.00 for the property as conveyed by Grant Deed No. 80-21 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, fee and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through and escrow number 74586 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTOR

ICH, INC. a California Corporation

By _____

By _____

CAL-PENN BUILDERS, INC., a California Corp.

By _____

By _____

Dated: 5/23/80

Recommended for Approval:

By _____

Lynda J. Thompson 6-17-80

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

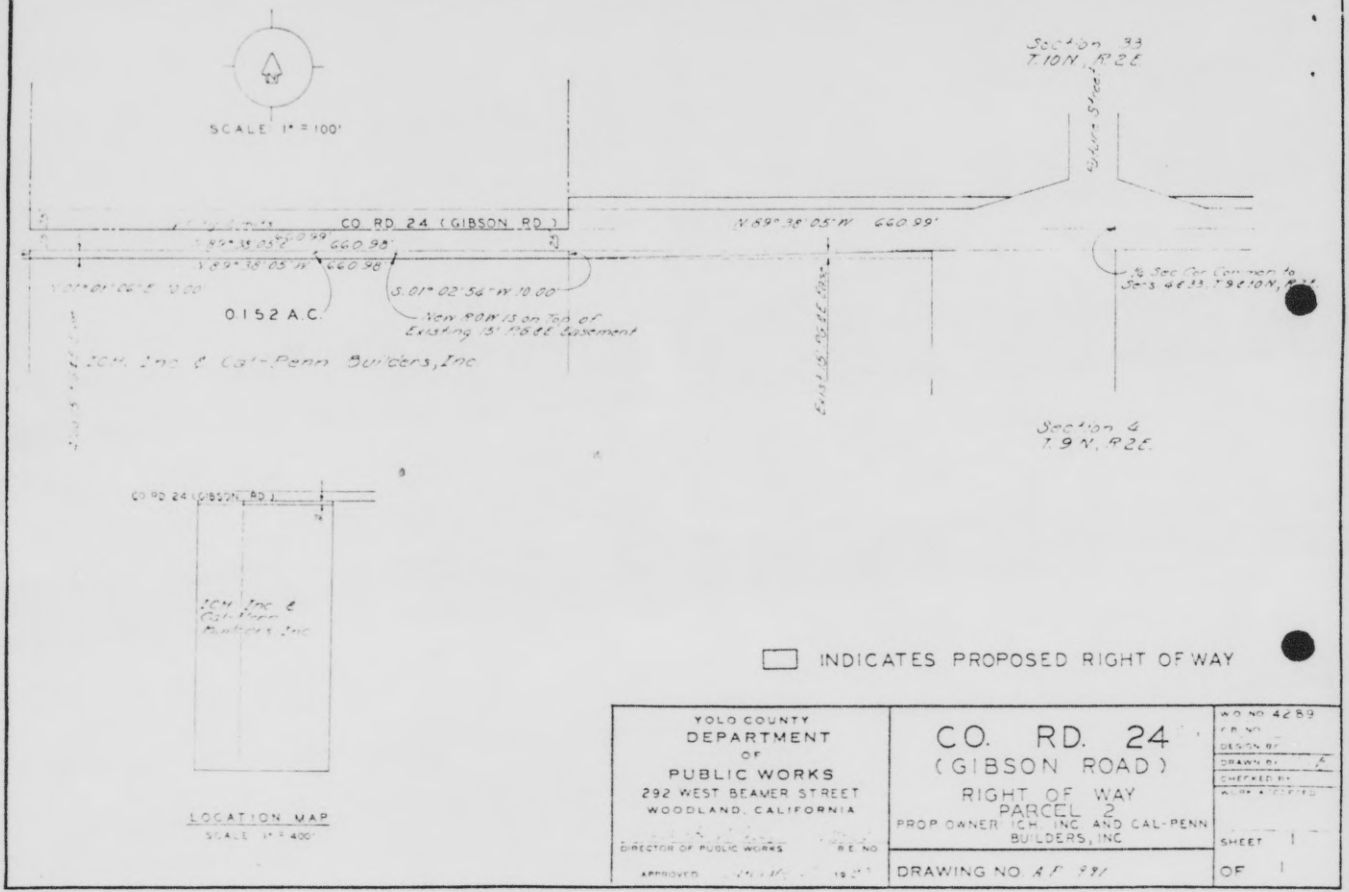
APPROVED AS TO FORM:

_____
County Counsel, Yolo County

ATTEST:
PETER McNAMEE, COUNTY CLERK

By _____
Jan Orser, Deputy

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.




YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAVER STREET
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO.

APPROVED _____ 19__

# CO. RD. 24
## (GIBSON ROAD)
RIGHT OF WAY
PARCEL 2
PROP. OWNER: JCM, INC. AND CAL-PENN BUILDERS, INC.

DRAWING NO. A.P. 991

W.O. NO. 4689
F.B. NO.
DESIGN BY
DRAWN BY K
CHECKED BY
W.O.R. & RECEIVED

SHEET 1
OF 1

BR

FILED

JUN 18 1980

PETER McNAMEE, Clerk

By Jan Grace DEPUTY

AGREEMENT NO. 80-189

Woodland, California

June 17, 1980

MARGARET B. BARTEL, EDWARD M. BORCHARD, ROBERT F. BORCHARD, RITA B. EDSALL AND ALAN H. BORCHARD,

GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 80-22 in the form of a Grant Deed, covering the following described property;

A parcel of land being a portion of the Northwest Quarter of Section 4, Township 9 North, Range 2 East, M.D.B. & M. Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of Section 4; thence North 89°38'05" West 220.33 feet along the North line of said Northwest Quarter of Section 4; thence South 01°04'06" West 25.00 feet to the Southerly right of way line of Gibson Road, THE TRUE POINT OF BEGINNING: THENCE North 89°38'05" West 440.65 along said Southerly right of way line; thence South 01°02'54" West 10.00 feet; thence North 89°03'56" East 440.88 feet to the true point of beginning.

Containing 0.051 acres

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on

account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $900.00 for the property as conveyed by Grant Deed No 80-22 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 74589 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Dated: 5-1-80

Margaret B. Bartel
MARGARET B. BARTEL

Recommended for Approval:

Edward M Borchard
EDWARD M. BORCHARD

By Lloyd H Robinson

Robert F. Borchard
ROBERT F. BORCHARD

Rita B. Edsall
RITA B. EDSALL

Alan H. Borchard
ALAN H. BORCHARD

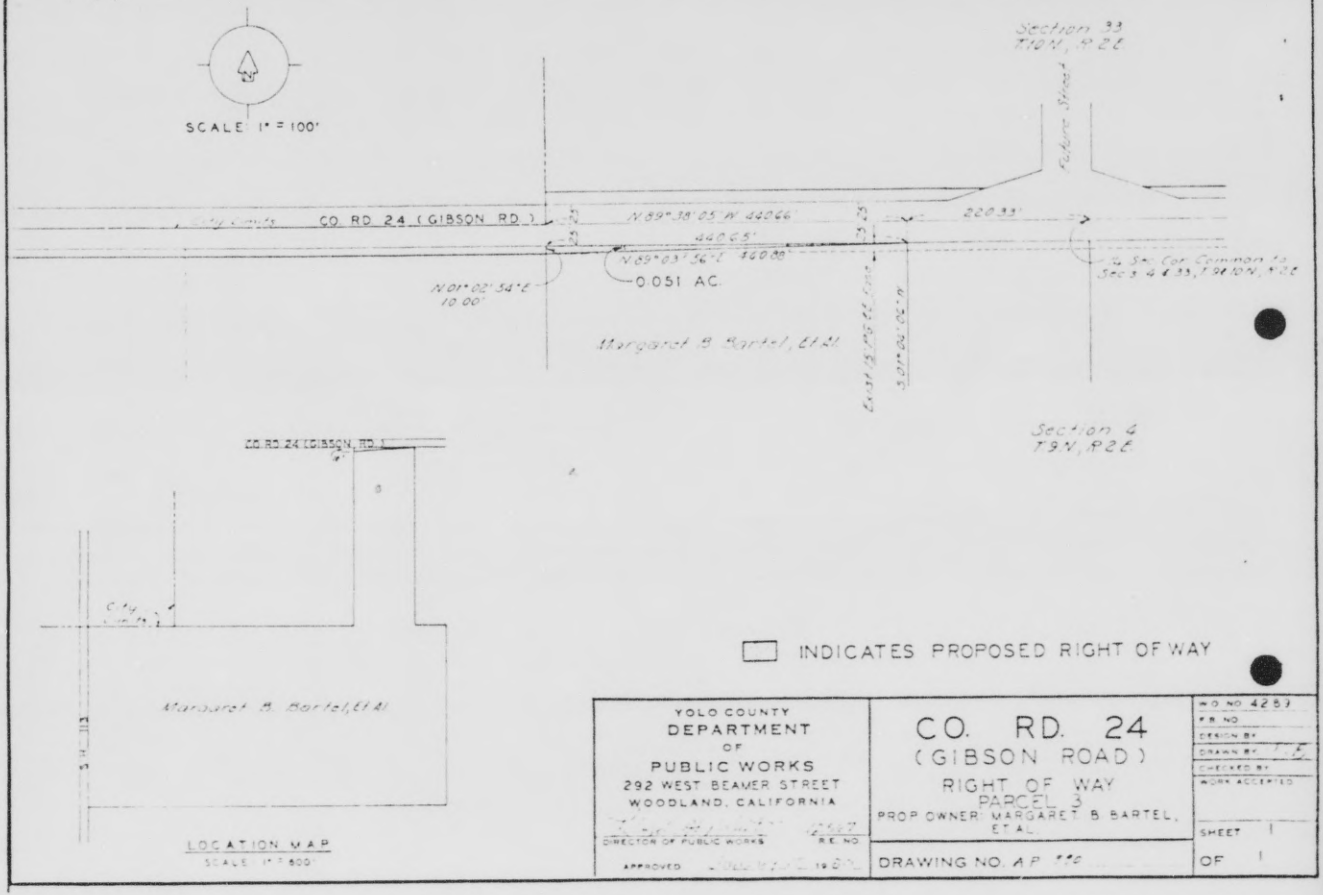
ATTEST:
PETER McNAMEE, COUNTY CLERK

Tenyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

By Jan Orser

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

APPROVED AS TO FORM: Deputy Yolo County Counsel




LOCATION MAP
SCALE 1" = 800'

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAMER STREET
WOODLAND, CALIFORNIA

DIRECTION OF PUBLIC WORKS — R.E. NO.

APPROVED _____ 19__

# CO. RD. 24
## (GIBSON ROAD)
RIGHT OF WAY
PARCEL 3
PROP OWNER: MARGARET B. BARTEL, ET AL.

DRAWING NO. AP ___

W.O. NO. 4283
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED

SHEET 1
OF 1

BK

FILED

JUN 18 1980

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 80-190

Woodland, California

June 17, 1980

PAUL W. PRUDLER and SUSAN R. PRUDLER, husband and wife as joint tenants, as to an undivided one-third interest; and JOHN H. SIEVERS and MARGERY D. SIEVERS, husband and wife, as joint tenants as to an undivided one-third interest; as tenants in common and RUSSELL F. FIDDYMENT REAL ESTATE, INC., a California Corporation.

GRANTORS

RIGHT OF WAY CONTRACT

COUNTY HIGHWAY

Document No. 80-23 in the form of a Highway Easement Deed, covering the following described property;

A parcel of land being a portion the East one-half of the Southeast Quarter of the Southwest Quarter of Section 33, Township 10 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel of land being more fully described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter of Section 33; thence North 89°38'05" West 169.90 feet along the South line of said Southwest Quarter of Section 33; thence North 00°21'55" East 25.00 feet to the Northerly right of way line of Gibson Road, THE TRUE POINT OF BEGINNING: THENCE North 89°38'05" West 491.72 feet along said Northerly right of way line to the West line of said East one-half of the Southeast Quarter of Section 33; thence North 00°28'47" East 15.00 feet along said West line; thence South 89°38'05" East 536.58 feet along a line parallel with and 15.00 feet Northerly of said Northerly right of way line of Gibson Road to a point in the boundary line of that certain parcel of land as described in the Deed recorded June 5, 1969, in Book 921 of the Yolo County Official Records at Page 436; thence South 71°53'11" West 47.33 feet along said boundary line to the true point of beginning.

Containing 0.177 acres.

has been executed and delivered to LLOYD H. ROBERTS, Director of

Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $4000.00 for the property as conveyed by Highway Easement Deed No. 80-23 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 74753 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Dated:

PAUL W. PRUDLER

SUSAN R. PRUDLER

JOHN H. SIEVERS

MARGERY D. SIEVERS

RUSSELL F. FIDDYMENT REAL ESTATE, INC.

By _____ PRESIDENT

By _____

Recommended for Approval:

By _____

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

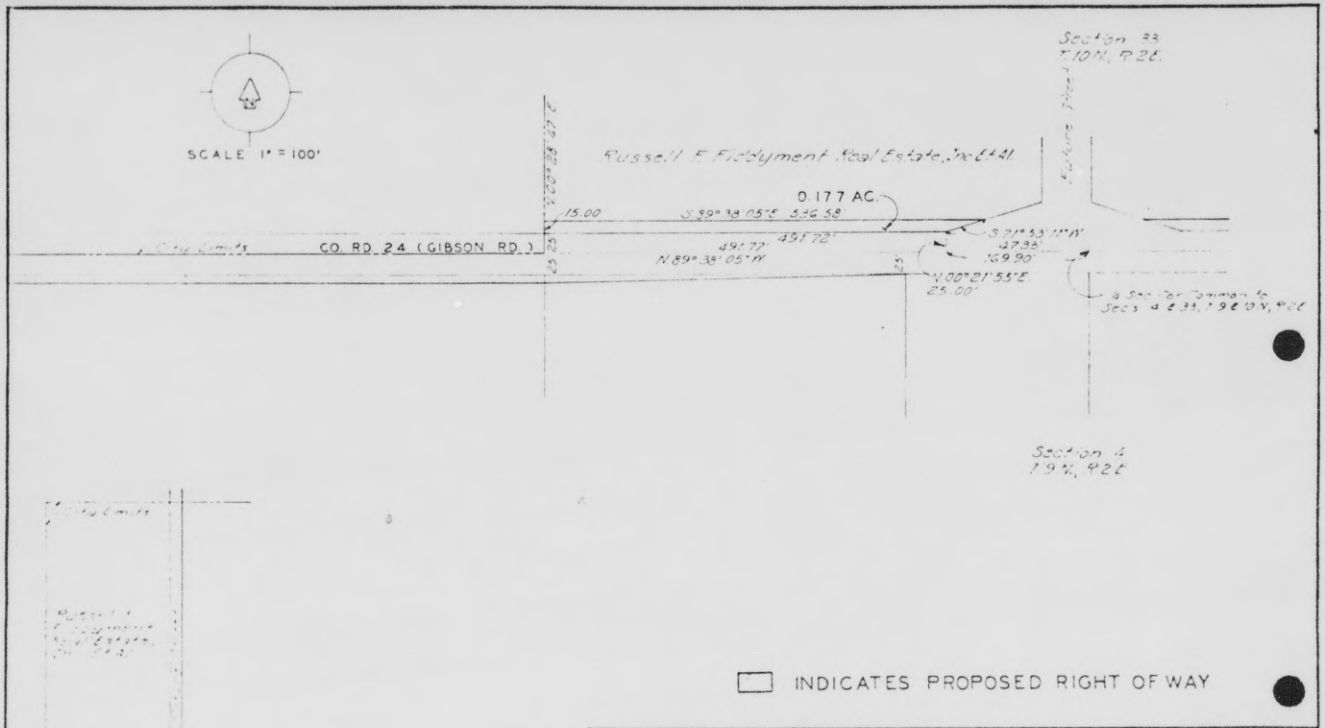
ATTEST:
PETER McNAMEE, COUNTY CLERK

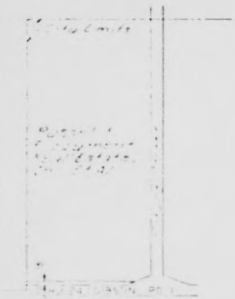
By _____
Jan Orser, Deputy

APPROVED AS TO FORM

_____
COUNTY COUNSEL

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.



LOCATION MAP
SCALE 1" = 400'

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAMER STREET
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO.

APPROVED — 19

# CO. RD. 24
## (GIBSON ROAD)
## RIGHT OF WAY
## PARCEL 4

PROP OWNER RUSSELL F. FIDDYMENT
REAL ESTATE, INC. ET AL

DRAWING NO. A.P. 789

W.O. NO. 4289
T.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
QUAN. & EST. BY

SHEET 1
OF 1

BK

AGREEMENT NO. 80-191

Woodland, California

June 17, 1980

GLEN H. GRAVINK and MARIE L. GRAVINK
GRANTORS

FILED
JUN 18 1980
PETER McNAMEE, Clerk
By DEPUTY

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 80-10 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southeast Quarter of Section 33, Township 10 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of Section 33; thence North 00°28'00" East 25.00 feet; thence South 89°46'35" East 110.00 feet to a point in the Northerly right of way line of Gibson Road, THE TRUE POINT OF BEGINNING: THENCE South 89°46'35" East 187.28 feet along said Northerly right of way line; thence North 82°07'28" East 106.47 feet; thence North 89°46'35" West 337.76 feet; thence South 71°22'04" East 47.50 feet to the true point of beginning.

Containing 0.090 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $900.00 for the property as conveyed by Grant Deed No. 80-10 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 74754 with Western Title Insurance Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Glen Gravink

GLEN H. GRAVINK

Dated: _____

Marie L. Gravink

MARIE L. GRAVINK

Recommended for Approval

By Leggett Roberts

Twyla J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

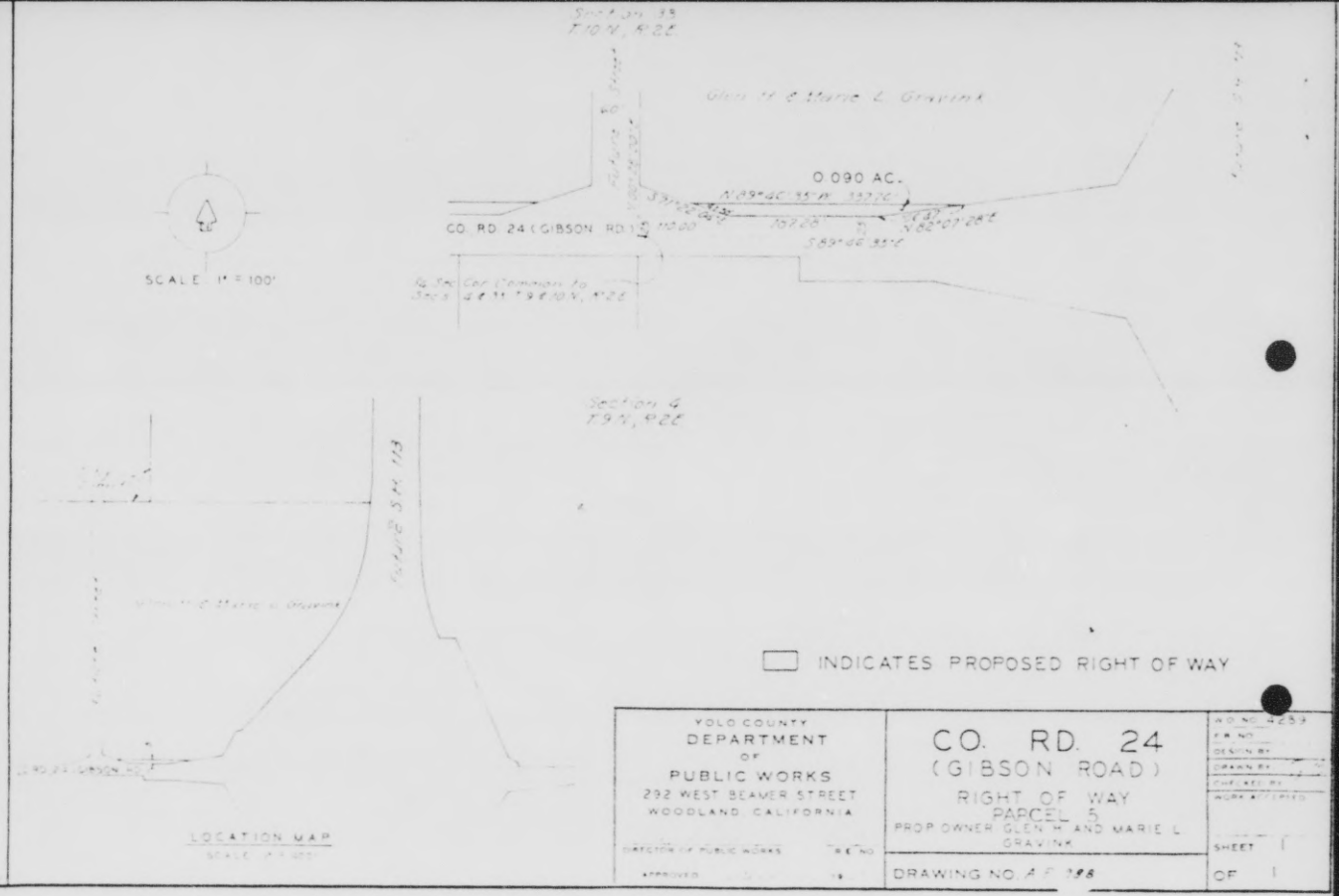
ATTEST:
PETER McNAMEE, COUNTY CLERK

By Jan Orser
Jan Orser, Deputy

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

APPROVED AS TO FORM

County Counsel, Yolo County




YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 WEST BEAVER STREET
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R/E NO.

APPROVED — 19

# CO. RD. 24
## (GIBSON ROAD)
RIGHT OF WAY
PARCEL 5
PROP. OWNER GLEN H. AND MARIE L. GRAVINK

DRAWING NO. A.E. 388

W.O. NO. 4259
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ATTACHED

SHEET 1
OF 1

FILED

JUN 12 1980

PETER McNAMEE, Clerk

By Doralee Strickland DEPUTY

AGREEMENT NO. 80-192

(Agreement for certain para-professional services)

THIS AGREEMENT, made and entered into this 24th day of June, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Hector Montejano, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing certain para professional services normally provided by County employees. COUNTY is unable at this time to provide said services.

2. PROVIDER represents that he possesses the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions setforth below.

1. Description of Services: PROVIDER shall perform services described in attachment "A", incorporated herein by reference thereto, at such locations as are designated by COUNTY'S herein designated representatives upon reasonable notice to PROVIDER.

2. PAYMENT:

   a. COUNTY will compensate PROVIDER for said services at the rate of One Thousand Twenty Six DOLLARS ($ 1026.00 ) per ~~month~~ month.

   b. The maximum payments from COUNTY to PROVIDER shall be a sum not to exceed Three Thousand Seventy-Eight DOLLARS ($ 3078.00).

   c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of Public Health Services or his designee(s).

3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

4. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY agrees to defend, indemnify, and hold PROVIDER harmless from any and all claims, liability or loss arising in any way out of the negligent performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

5. AMENDMENTS: This writing, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No modification, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. TERM: This Agreement shall commence June 28, 1980, and continue to the earlier of the authorization of a full time Public Health Aide position for the COUNTY'S ~~WIC~~ Elderly Program or June 30, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

BY Hector Mendoza

APPROVED AS TO FORM
CHARLES R. PACK
COUNTY COUNSEL

BY Elizabeth A. Kelly

CALIFORNIA STATE PERSONNEL BOARD
MERIT SYSTEM SERVICES
CLASS SPECIFICATION

Established: 3/21/76
Revised
Title Changed:

# PUBLIC HEALTH AIDE
## Series Specification

**SCOPE:**

This series specification describes two levels of Public Health Aide classes used in local agencies. Public Health Aides assist the professional staff in a variety of the more routine phases of public health activity and are responsible for explaining the public health program to residents of the community. The series consists of two levels – an entry level with emphasis almost entirely on training and a journeyperson level to which the entry-level incumbents are expected to promote within one year.

**CLASSES**

Public Health Aide Trainee
Public Health Aide

| CLASS | DEFINITION OF LEVELS |
|---|---|
| PUBLIC HEALTH AIDE TRAINEE | This is the trainee level of the series. Incumbents under direct supervision learn and perform unskilled and semiskilled work while receiving on-the-job training in the public health field. Incumbents are trained to assist in surveying communities and neighborhoods and report to staff members on existing conditions; learn to assist physicians in the preparation of patients for medical examination; are trained to arrange appointments for clients/applicants with staff members; are trained to assist applicants/clients in securing health services; are trained to explain public health services which are available through the health department; are trained to assist in the development and implementation of community health projects; are trained to do follow-up work on clients who fail to show for appointments and assist nursing personnel and physicians in various public health clinics; learn to recruit and organize clinic volunteers; aid in effective communication between clients and professional staff; provide interpreter services involving both written and oral communications; accompany staff members on home visits; learn to take medical and social history of clinic patients and to take weight and blood pressure; are trained to set up, dismantle and clean clinic equipment; learn to operate audio-visual equipment for group meetings; transport clients to and from health service locations; learn to inventory clinic supplies and order new supplies when needed; and perform other duties as assigned. |
| PUBLIC HEALTH AIDE | This is the journeyperson level of the series. Incumbents may serve in a lead capacity and may perform any of the duties described above for the Public Health Aide Trainee. In addition, they may conduct and submit statistical studies, process and maintain records, and set up charts and diagrams necessary for evaluation of the various health programs. |

| CLASS | MINIMUM QUALIFICATIONS |
|---|---|
| PUBLIC HEALTH AIDE TRAINEE | Ability to read and write English and to follow written and oral directions. |
| PUBLIC HEALTH AIDE | Experience: One year of experience performing the duties of a Public Health Aide Trainee.<br>or<br>Education: Equivalent to graduation from high school.<br>and<br>Experience: One year of work experience. |

| | KNOWLEDGES AND ABILITIES |
|---|---|
| PUBLIC HEALTH AIDE TRAINEE | Ability to: follow oral and written directions; ability to relate and communicate effectively with public health clients and residents of local community. |
| PUBLIC HEALTH AIDE | Knowledge of: the public health needs, problems, attitudes and behavior of disadvantaged persons in the local community.<br>Ability to: follow oral and written directions; ability to relate and communicate effectively with public health clients and residents of local community, and ability to write clear and accurate reports and ability to answer questions regarding public health services available through the public health department. |

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 REV. 11/75

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

YOLO COUNTY AGREEMENT NO. 80-193

THIS AGREEMENT, made and entered into this 1st day of July, 19 80, by and between the State of California, through its duly elected or appointed, qualified and acting

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBERED |
|---|---|---|
| Deputy Director | Department of Health Services | 80- |

hereinafter called the State, and

County of Yolo (East Yolo Health Services Center)

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The contractor shall:

a. provide comprehensive family planning services in accordance with the "Program Standards for Family Planning Services" and the "Pregnancy Testing Standards, Policies and Billing Procedures", published by the State to persons who voluntarily request such services and are certified as eligible according to procedures established by the State.

b. not more frequently than monthly, in arrears, claim reimbursement from the State, for comprehensive family planning services provided under the terms of this contract.

In consideration of the above comprehensive family planning services performed in a manner acceptable to the State, the State shall reimburse the Contractor not more frequently than monthly, in arrears, upon submission of a claim in a format prescribed by the State, stating the time period covered and the contract number, at rates not in excess of those published in the "Schedule of Maximum Allowance for Medical and Related Services in Family Planning Programs", a copy of which as been provided to the Contractor. The Contractor further agrees to submit claims for reimbursement in

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: Department of Health Services | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo (East Yolo Health Services Center) |
| AUTHORIZED SIGNATURE: Ron Kleiman | BY (AUTHORIZED SIGNATURE): Twyla J. Thompson |
| TITLE: Ron Kleiman, Chief, Contract Management Section, for Deputy Director | TITLE: TWYLA J. THOMPSON, CHAIRMAN YOLO COUNTY BOARD OF SUPERVISORS |
| CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR | ADDRESS: 350 C Street Woodland, CA 95695 |

RECEIVED AUG 15 1980 COUNTY CLERK

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per MAM 1210

| | | | | |
|---|---|---|---|---|
| AMOUNT ENCUMBERED: $7,000 | APPROPRIATION: Local Assistance | | FUND: General | |
| UNENCUMBERED BALANCE: $ | ITEM: 290(i) | CHAPTER | STATUTES: 1980 | FISCAL YR: 1980-81 |
| ADJ. INCREASING ENCUMBRANCE: $ | FUNCTION: Funding subject to the approval of the Budget Act of 1980. | | | |
| ADJ. DECREASING ENCUMBRANCE: $ | LINE ITEM ALLOTMENT: 7300 | 5103 5105 | B10101 | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Lorraine Lemmon | DATE: 7/24/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

accordance with the "Instructions for Completing and Mailing Billing Forms and Certification for Title XX and State Funds", a copy of which has been provided to the Contractor. Claims are to be submitted to: Department of Health Services, Office of Family Planning, 714 P Street, Sacramento, CA 95814.

c. Monitor the charges per client billed to the State within the period of this contract to ensure that such charges for basic family planning services do not exceed $130 per client per the State's fiscal year period.

Charges of over $130 for basic contraceptive services for any individual, exclusive of facilitating services, within a fiscal year period will not be reimbursed unless prior written authorization has been requested and received from the Office of Family Planning.

2. The period of this contract shall be from July 1, 1980 through June 30, 1981.

3. The total amount payable by the State to the Contractor under this contract shall not exceed $ 7,000 .

4. The attached Exhibit "A"(F) entitled "Additional Provisions" is made a part hereof by this reference except that Paragraphs 3, 6, and 8D are deleted.

5. Funds paid under this program must be used to further and augment the family planning program of the Contractor, and must be used in addition to funds received from other sources of support for this purpose and not as a substitute for them. Contractor shall bill all third-party payors for services to insured clients and shall exhaust such payment potential prior to billing for said services under this agreement.

6. All client information as to personal facts and circumstances obtained by the agency shall be treated as priviledged communication and shall be protected pursuant to the laws and regulatins of the State governing confidentiality. Information may be disclosed in summary, statistical, or other form which does not identify particular individuals.

7. Billings for reimbursement for services provided under this contract shall be submitted to the State within three (3) months of the date services were provided.

8. Contractor shall report all visits under the comprehensive family planning program on a form provided by the State, and agrees to comply with all reporting requirements established by the State to administer this program. Such reporting shall be done in accordance with "Reporting Clinic Visits to the California Family Planning Reporting System", a copy of which has been provided to the Contractor. Reimbursement under this contract is contingent upon full compliance with the reporting requirements.

9. This agreement may be terminated by either party upon 30 days written notice to the other party.

10. Eligible recipients are to meet the requirements of Section 14503 of the Welfare and Institutions Code and any applicable federal or State eligibility requirements. The State agrees to provide the Contractor with the instructions for certification of eligibility for family planning services and to notify the Contractor of any changes in eligibility requirements.

11. In the event that the State determines from invoices, performance reports or other information that the contract amount will not be fully depleted, the State may make an adjustment in the form of an amendment to decrease the total contract amount. The Contractor will be notified of any such proposed adjustments prior to implementation and the Contractor agrees to execute said amendment when presented by the State.

12. For purposes of this agreement, voluntary, non-emergency sterilization shall be excluded from the family planning services provided herein.

13. The attached Exhibit "B" entitled "Prior to July 1, 1980 Language" consisting of one page, is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1980.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

# ADDITIONAL PROVISIONS
# (FOR FEDERALLY FUNDED SUBVENTION AID/LOCAL ASSISTANCE COST REIMBURSEMENT CONTRACTS)

(1) Equal Opportunity Clause

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State, setting forth the provisions of the Equal Opportunity clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Federal or State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs A through G in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State or Federal Funds

A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.

2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)

a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1.

b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.

c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

3. (Applicable only if State furnishes nonexpendable property to Contractor.)

a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.

b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

4. a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) – B, below are applicable to this paragraph concerning motor vehicles.

b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.

c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.

d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.

e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.

f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than $100,000 per person, $300,000 for one occurrence and property damage limits of not less than $50,000 per occurrence.

The certificate of insurance will provide:

1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.

2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

3) That the State will not be responsible for any premiums on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.

C. 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

2. State property shall be used only for the performance of this contract.

3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.

4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.

D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A – 1 as stated in Paragraph A.2, above.

(7) Invoices and Income Restrictions

A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.

B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives, including the Comptroller General of the United States.

C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.

D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"*(Name of Vendor or Subcontractor)* agrees to maintain and preserve, until four years after termination of *(Contractor's name)* agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, inincluding the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of *(Name of Subcontractor or vendor)* related to this *(purchase order or subcontract).*"

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.

B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.

C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice – Final Report – Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed $3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) **Rights In Data**

A. *Subject Data.* As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. *Federal Government and State Rights.* Subject only to the provisions of (C) below, the Federal Government and State may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.

C. *License to Copyrighted Data.* In addition to the Federal Government and State rights as provided in (B) above, with respect to any subject data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and to have or permit others to do so. *Provided, however,* that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

D. *Relation to Patents.* Nothing contained in this clause shall imply a license to the Federal Government and State under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government or State under any patent.

E. *Marking and Identification.* The Contractor shall mark all Subject Data with the number of this contract and the name and address of the contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Federal Government or State shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

F. *Subcontractor Data.* Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State's rights in that subcontractor Subject Data.

G. *Deferred Ordering and Delivery of Data.* The Federal Government or State shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Federal Government's or State's right to use data delivered pursuant to this paragraph (G) shall be the same as the rights in Subject Data as provided in (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph (G), payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

(19) Disabled Veterans and Veterans of the Vietnam Era

A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprecenticeship.

B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

D. The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Federal Contracting Officer, the State, or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

E. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

F. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

G. The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

H. As used in this clause:

1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Federal Government cannot reasonably be otherwise supplied, where lising would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Federal Government.

2. "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

3. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

4. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

I. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

J. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

K. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the Contracting Officers or State. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

L. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

M. The Contractor will include the provisions of this clause in every subcontract or purchase order to $10,000 or more unless exempted by rules, regulations, or orders of the Federal Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(20) Clean Air and Water

(Applicable only if the contract exceeds $100,000, or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

A. The Contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L., 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L., 92-500), respectively, relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

4. To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

B. The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one georgaphical area.

(21) Utilization of Small Business Concerns

A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.

B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(22) Utilization of Minority Business Enterprises

A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.

B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(23) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(24) **Meetings, Seminars or Workshops**

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

Exhibit No.: B

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1980 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1980.

(2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1980, for the fiscal year 1980–81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

FILED

JUL 24 1980

PETER McNAMEE, Clerk
By Debra Cardoza Kilard
DEPUTY

YOLO COUNTY AGREEMENT NO. 80-194

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE as made on June 24, , 1980, between G. W. Williams Company ("Landlord") whose address is 195 Glenn Way, Belmont, CA 94002, and the Yolo County Office of Education ("Assignor"), whose address is 175 Walnut Street, Woodland, CA 95695, and the COUNTY OF YOLO, a political subdivision, ("Assignee") who agree as follows:

1. RECITALS. This assignment of lease is made with reference to the following facts and objectives:

   A. LANDLORD and ASSIGNOR, as tenant, entered into a written lease dated May 20, 1977, in which LANDLORD leased to ASSIGNOR and ASSIGNOR leased from LANDLORD, premises in the unincorporated community of Broderick, Yolo County, California, described as Spaces #8 and #9 consisting of approximately 2,720 sq. ft. of floor space within the enclosed 13,960 sq. ft. building known as Riverbend Shopping Plaza, and more commonly known and designated as 950 and 952 Sacramento Avenue.

2. EFFECTIVE DATE OF ASSIGNMENT. The assignment in this agreement shall take effect on June 1, 1980, and Assignor shall give possession of the premises to Assignee on that date.

3. ASSIGNMENT AND ASSUMPTION. Assignor assigns and transfers to Assignee all its right, title, and interest in the lease, and Assignee acepts the assignment and assumes and agrees to perform, from the date the assignment becomes effective, as a direct obligation to LANDLORD, all the provisions of the lease.

4. LANDLORD'S CONSENT. LANDLORD consents to the assignment without waiver of the restriction concerning further assignment.

5. ASSIGNEE TO HOLD ASSIGNOR HARMLESS. If ASSIGNEE defaults under the lease, Assignee shall indemnify and hold ASSIGNOR harmless from all damages

resulting from the default. If ASSIGNEE defaults in its obligations under the lease and ASSIGNOR pays rent to LANDLORD or fulfills any of ASSIGNEE'S other obligations in order to prevent ASSIGNEE from being in default, ASSIGNEE immediately shall reimburse ASSIGNOR for the amount of rent or costs incurred by ASSIGNOR in fulfilling ASSIGNEE'S obligations under this assignment of lease, together with interest on those sums at the rate of 10% per annum.

6. DEFAULT OF LEASE; NOTICE TO ASSIGNOR

A. Notice to ASSIGNOR. LANDLORD will send to ASSIGNOR any notice of default that LANDLORD sends to ASSIGNEE.

B. ASSIGNOR'S remedies against ASSIGNEE. If Assignee defaults under the lease, ASSIGNOR shall have all rights against ASSIGNEE that are available by law and those contained in the lease, including without limitation, ASSIGNOR'S right to reenter and retake possession of the premises from ASSIGNEE.

7. PREPAID RENT; SECURITY DEPOSIT. The parties acknowledge that LANDLORD now holds the sum of $250.00, to be applied subject to the provisions of the lease. ASSIGNOR releases all claims to that sum, and the sum shall be held by LANDLORD for the benefit of ASSIGNEE, subject to the provisions of the lease.

8. AMENDMENT OF LEASE. LANDLORD and ASSIGNEE shall not enter into any agreement that amends the lease without ASSIGNOR'S consent. Any amendment of the lease in violation of this provision shall have no force or effect on ASSIGNOR.

9. NOTICE. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent,

approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this assignment. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this paragraph.

10. SUCCESSORS. This assignment shall be binding on and inure to the benefit of the parties and their successors.

ASSIGNEE:

CHAIRMAN OF THE BOARD OF SUPERVISORS

LANDLORD:

G. W. Williams Co.

By:

ASSIGNOR:

Yolo County Office of Education

By:

ATTEST:

PETER McNAMEE, COUNTY CLERK

BY:

DEPUTY

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title VI

Agreement/ Subgrant No. 80-195

| Grantor (PRIME SPONSOR) | Subgrantee |
|---|---|
| COUNTY OF YOLO, a political subdivision of the State of California | Center for Management Development |

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Center for Management Development hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

JUN 30 1980

PETER McNAMEE, Clerk

By Richie Mingbana DEPUTY

| | |
|---|---|
| Program | : Job Search Workshop |
| Mailing Address | : 1731 North Texas Street |
| City | : Fairfield, CA Phone: (707) 429-6509 |
| Program Director: | Center for Management Development - Walt Thompson |

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on June 26, 1980.

The term of the SUBGRANT shall end on July 18, 1980.

The total amount of the SUBGRANT is $8,891.

| Approved for the SUBGRANTEE | Approved by the GRANTOR (PRIME SPONSOR) |
|---|---|
| By Signature | By Signature |
| Walt Thompson 6/27/80 | X Twyla J Thompson |
| Name and Title / Date | Name and Title / Date |
| Walt Thompson<br>Executive Director<br>Center for Management Development | Twyla Thompson<br>Chairman, Yolo County<br>Board of Supervisors<br>JUN 30 1980 |

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 26 day of June, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Center for Management Development hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Center for Management Development is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin June 26, 1980, and shall end July 18, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 8,891, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 80-195.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X _____
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Center for Management Development
(Legal Name of SUBGRANTEE)

_____
(Signature of Authorized Officer)

June 27 19 80
(Date)

Executive Director
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Center for Management Development
(Legal Name of SUBGRANTEE)

June 27 19 80
(Date)

Walt Plemper
(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

Walt C Thompson
AUTHORIZED SIGNATURE

6/27/80
DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Center for Management Development

Name of Subgrantee

Walt Thompson

Authorized Signature

6/2/80

Date

ATTACHMENT F

NARRATIVE DESCRIPTION OF PROGRAM (STATEMENT OF WORK)

1. ANALYSIS OF NEED

a. The demand for subsequent unsubsidized employment in the general labor market for the occupational training herein proposed is based upon the needs presented by Yolo County Manpower Department.

b. The problems most often found by current CETA PSE enrollees include poor or non-existent on-the-job training; CETA regulations and rights; skills in locating unsubsidized employment; little self-knowledge of skills they currently possess and means of applying these skills in order to be more productive as they apply for unsubsidized positions.

This proposal is based upon our assumption that (1) with proper orientation, providing of basic occupational skills training, and developing interpersonal skills, CETA participants will be productive employees as they start work at non-CETA worksites, and (2) with proper enhancement of existing skills, providing of training in job search techniques, and providing individual assistance when needed, CETA participants will assume prime responsibility for locating and keeping their own jobs and careers in the future, as well as now.

2. GOALS AND OBJECTIVES

This program will provide technical assistance to terminating CETA participants in the public sector by conducting specialized employment and Career Development training. Following completion of the training, assistance in job referral in developing individual sources of referrals will be provided.

a. Project Goals

1. Provide training to CETA personnel in order to receive permanent, unsubsidized employment before their CETA assignment ends.

2. Provide training to CETA participants to develop plans for career and self-development.

b. Objectives of the project are to:

1. Conduct 2 nine-day "Employment Development Skills" workshops for 26 CETA enrollees.

2. Provide job development and counseling assistance as required.

c. Applicant recruitment and selection

Participants for this program will be selected and referred appropriately by Yolo County Manpower Department.

3. GEOGRAPHIC AREA TO BE SERVED

The geographic area to be served by this program is Yolo County.

4. TRAINING PLAN

Training to be provided for this project will be conducted to achieve the following objectives, and with the content shown:

Objectives:

- Participants will be able to identify successful employee behaviors in outgoing job.
- Participants will develop strategies for dealing with own identified strengths and weaknesses.
- A job improvement or search plan will be developed by each participant.
- Participants will be able to state career goals and identify appropriate steps toward achieving goals.
- Participants will improve skills in 5 areas of securing employment.
- Participants will be able to identify personal objectives to be met through a job.

Content

DAY 1

- Introduction of participants and CETA training program
- Expectations, ground rules, overview
- Group motivational assessment
- Individual Assessment instruments: a) values, b) interests, c) critical working conditions, d) employment and training listing, e) motivation, f) job environment preferences, g) skill identification
- Individual interviews
- Assignment of learning groups

DAY 2

- The job search process
- Designing your own career plan
- Communication processes
- Self-appraisal and work preferences

DAY 3

- The job market and future trends
- Traditional and non-traditional methods
- Developing networks and resources
- Career goals
- Matching skills and jobs

DAY 4

- Information interviewing concept
- Interviewing skills, practice and field experience assignments
- Telephone appointments

DAY 5

- Interview skills
- Field experience
- Writing resumes
- Filling out applications

DAY 6

- Time Management
- Action planning
- 30 day job search plan

DAY 7

- Employment
- Telephones, interviews
- Individual plans

DAY 8

- Coping with job stress
- Interviewing feedback/skills assistance

DAY 9

- Future Plans
- Team Support

5. SUBCONTRACTS

Cypress Institute - Under the direction of Mary Curran, Ph.D. This non-profit firm will be responsible for training and job development. Cypress has conducted similar training for CMD previously and also for the City of Oakland, the Oakland Tribal Training Center, City of Albany and Solano County Battered Women. Individuals to conduct the training will be Mary Curran, William Crawford, and Bob Garmston.

STANDARD AGREEMENT — STATE OF CALIFORNIA (REV. 3/75)

APPROVED BY THE ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 80-196

STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

THIS AGREEMENT, made and entered into this 13th day of June, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Amendment #1

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Executive Officer | State Solid Waste Management Board | S8-169-200LG |

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Grant Contract S8-169-200LG is amended as follows:

1. The term of the agreement is extended to September 30, 1981.

2. The grant funds are increased by $4,519, making the total amount of this grant $28,174.

3. The attached May 14, 1980 letter from the Director of General Services Agency is incorporated into the original scope of work.

All other terms and provisions of Contract S8-169-200LG shall remain in full force and effect.

FILED

AUG 5 - 1980

PETER McNAMEE, Clerk

By Deputy

APPROVED

Robert Agnello

Department of Finance

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: State Solid Waste Management Board | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo |
| BY (AUTHORIZED SIGNATURE): Bruce Yee | BY (AUTHORIZED SIGNATURE): ▶ Twyla J Thompson |
| TITLE: Executive Officer | TITLE: TWYLA J THOMPSON, Chairman, Board of Supervisors |
| CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR | ADDRESS: 292 West Beamer Street, Woodland, CA 95695 |

Department of General Services Use ONLY

APPROVED
JUL 28 1980
Department of General Services
BY
Asst. Chief Counsel

| AMOUNT ENCUMBERED | APPROPRIATION | | FUND |
|---|---|---|---|
| $ | LCRRRA | | General |
| UNENCUMBERED BALANCE | ITEM | CHAPTER | STATUTES | FISCAL YEAR |
| $ | 190 | 259 | 1979 | 79-80 |
| ADJ. INCREASING ENCUMBRANCE | FUNCTION | | | |
| $ 4,519 | | | | |
| ADJ. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT | | | |
| $ | 68043 ($2,561) 68049 ($1,958) | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.D.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ D. L. Rhoades — DATE 6-13-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ — DATE

GEORGE R. JACOB, DIRECTOR
General Services Agency
(916) 666-8508

# COUNTY OF YOLO

Woodland, California

P.O. Box 976
Woodland, CA 95695

May 14, 1980

Solid Waste Management Board
P.O. Box 1743
Sacramento, California 95808

ATTENTION: Christy Maciel

The County of Yolo, General Services Agency, requests the following amendments to be considered for the utilization of FY 1979-80 entitlement allocations.

We propose a program which constitutes an expansion of the existing program, utilizing a Litter Control Attendent, vehicle and a 6 yard trash compactor trailer to empty litter containers in County parks and transport the litter to the County Central Landfill. The Litter Control Attendent will also be installing and maintaining litter awareness posters at specified sites and supplying litter bags for campers at the County's overnight camping areas. These materials will follow the theme initiated by the Keep America Beautiful Campaign.

Budget item IV will be amended as follows:

Sec. 68043 Litter Cleanup

Hourly wage of Litter Control Attendent with benefits $6.85.
Hourly wage of Litter Control Attendent after June 30th with benefits $6.884.
Grant funding to be utilized $2,561.00.

Sec. 68049 Enforcement

15 gallon trash collection bags printed with Pitch In slogan.
30 cases at $35 per case $1,050.00

Posters and printed material for public awareness and psychological enforcement.
Posters $2.00 ea. $ 908.00

Please extend the term of this contract to September 30, 1981.

Very truly yours,

George R. Jacob

GEORGE R. JACOB, Director
General Services Agency

GRJ/yc

STATE SOLID WASTE MANAGEMENT BOARD
RESOLUTION 80-20

DELEGATION OF AUTHORITY TO THE EXECUTIVE OFFICER REGARDING ADMINISTRATION OF THE 1979-80 LITTER CONTROL GRANTS

WHEREAS, the State Litter Control Recycling and Resource Recovery Act provides grant funds to cities and counties for litter cleanup and litter law enforcement; and

WHEREAS, the Board has approved city and county grant programs pursuant to the formula in Sections 68043 and 68049 of the Government Code; however, 70 cities and counties did not apply or had deficient applications the first grant year; and

WHEREAS, legislative action has resulted in a severe cutback in funding available for grants in the 1979-80 fiscal year; and

WHEREAS, due to the entitlement nature of this program, those funds not awarded to cities and counties by the end of the fiscal year will revert to the General Fund;

NOW, THEREFORE, BE IT RESOLVED that in order to provide for the prudent and timely administration of the available litter control grant funds the following authority is delegated to the Executive Officer:

1. The Executive Officer is authorized to require those cities and counties that did not apply or had deficient applications in the first grant year to establish their eligibility for a second year grant by submitting an affirmative letter of intent by February 8, 1980;

2. The Executive Officer will approve new grant applications;

3. The Executive Officer will augment, through the contract amendment process, the existing grant agreements with those cities and counties that received a first year grant;

BE IT FURTHER RESOLVED that the Executive Officer shall announce that the period during which new applications and supplemental information necessary to augment existing litter control grants will commence on March 1, 1980 and end on May 1, 1980.

CERTIFICATION

The undersigned Deputy Executive Officer of the State Solid Waste Management Board does hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the State Solid Waste Management Board held on January 31 - February 1, 1980.

Dated: FEB 01 1980

John W. Hagerty

John W. Hagerty
Deputy Executive Officer

AGREEMENT NO. 80-197

(Agreement Extending the Term of Agreement No. 75-89 Regarding Cache Creek Rafting Concession)

THIS AGREEMENT, made and entered into this 24th day of June, 1980, by and between the County of Yolo, a political subdivision of the State of California, (hereinafter called "COUNTY"), and SAM FORTNER, dba Cache Creek Canyon River Trips, (hereinafter called "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On March 24, 1975, COUNTY and CONTRACTOR entered Agreement No. 75-89 granting a license to CONTRACTOR to occupy COUNTY-owned property to conduct a recreational business, namely Cache Creek Canyon River Trips.

2. The term of Agreement No. 75-89 was five (5) years, and said agreement expired on March 24, 1980.

3. COUNTY and CONTRACTOR currently are negotiating a modified agreement concerning this subject.

4. CONTRACTOR'S regular rafting season commences on April 15th; however, said revised agreement will not be fully negotiated and completed by April 15, 1980.

5. COUNTY and CONTRACTOR mutually desire by this agreement to enable CONTRACTOR to commence operations during the 1980 rafting season pending negotiation of a subsequent agreement, and temporarily to operate pursuant to the terms of Agreement No. 75-89 during said time.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TELEPHONE (916) 666-8211

AGREEMENTS:

1. Commencing on the day hereinabove set forth, CONTRACTOR shall conduct such operations as are set forth in Agreement No. 75-89, as amended by Agreement 78-158, both incorporated herein by this reference.

2. Said operations shall be conducted in all respects in conformity with the provisions of Agreement No. 75-89, as amended.

3. The term of this agreement shall be from the day and year hereinabove first written through and including the effective date of a revised agreement between the parties relating to this subject; provided, however, that in no event shall this agreement have any force or effect from and after July 1, 1980, on which date this agreement shall be null and void, and CONTRACTOR shall cease all operations.

IN WITNESS WHEREOF, this parties hereto have executed this agreement the day and year first hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Lynn J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: Ann E. Lucas
Deputy

(SEAL)

SAM FORTNER, dba CACHE CREEK CANYON RIVER TRIPS

SAM FORTNER

APPROVED AS TO FORM

COUNTY COUNSEL

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 127 WOODLAND, CA 95695 TEL. NO. (916) 666-8211

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 80-198

- [ ] CONTRACTOR
- [ ] STATE AGENCY
- [ ] DEPT. OF GEN. SER.
- [ ] CONTROLLER

THIS AGREEMENT, made and entered into this 9th day of June, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| DIRECTOR | DEPARTMENT OF FOOD AND AGRICULTURE | 9140 |

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Pursuant to Section 2222 of the Food and Agriculture Code, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of Yolo, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) The Director will partially compensate County for services performed by the County Agricultural Commissioner for the purpose of securing more uniform and adequate enforcement of applicable provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1980-81 fiscal year, a sum not to exceed Six Thousand Six Hundred Dollars ($6,600.00) to be used for the salary of the Commissioner, payable in arrears on or about June 30, 1981 calculated as follows: Payment will be at the rate of $550 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reductions. Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

The provisions on the reverse side hereof constitute a part of this agreement.

(continued on page 2)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO |
| BY (AUTHORIZED SIGNATURE): ▶ [signature] | BY (AUTHORIZED SIGNATURE): ▶ X Twyla J. Thompson |
| TITLE: Business Service Officer | TITLE: TWYLA J. THOMPSON, CHAIRMAN YOLO COUNTY BOARD OF SUPERVISORS |
| (CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR) | ADDRESS: P.O. BOX 1098 WOODLAND, CA 95695 |

Department of General Services Use ONLY

GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

| AMOUNT ENCUMBERED | APPROPRIATION | | FUND | |
|---|---|---|---|---|
| $ 6,600.00 | | | | |
| UNENCUMBERED BALANCE | ITEM | CHAPTER | STATUTES | FISCAL YEAR |
| $ | | | '80 | 80/81 |
| ADJ. INCREASING ENCUMBRANCE | FUNCTION | | | |
| $ | | | | |
| ADJ. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT | | | |
| $ | | | | |

FILED

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

DATE: JUL 2 - 1980

SIGNATURE OF ACCOUNTING OFFICER: ▶ PETER MCNAMEE, CLERK By [signature] DEPUTY

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ▶

DATE:

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

[signature]
DEPUTY COUNTY COUNSEL

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
JUN 27 9:25
FISCAL MANAGEMENT SERVICES

RECEIVED
JUL 2 - 1980
COUNTY CLERK
BOARD OF SUPERVISORS

(3) The County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced either below $9,900 per year or below the base salary as provided in Section 2221 of the Food & Agricultural Code.

(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1980 through June 30, 1981. Payment by the Director is subject to the availability of appropriated funds for the purpose of this contract and compliance by the County with the applicable provisions of the Food and Agricultural Code. This agreement may be terminated by either party at any time during this term upon giving not less than 30 days written notice to the other party.

BK

FILED

JUL - 1 1980

PETER McNAMEE, Clerk
By _____ DEPUTY

AGREEMENT NO. 80-199

(Contractual Agreement for Architectural Services)

THIS AGREEMENT, made and entered into this 24th day of June, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ALFRED J. GRAF, A/A, Architect, hereinafter referred to as "ARCHITECT",

W I T N E S S E T H:

RECITALS:

1. COUNTY proposes to provide for the construction of an Emergency Operations Center in the basement of the Sheriff's Office Building, together with site development, utilities, remodeling of the existing walls and/or facilities and all other necessary features to provide completely operational headquarters hereinafter referred to as "PROJECT".

2. COUNTY proposes that the design of PROJECT will begin with Phase I as follows:

Phase I. Master Planning for Determination of Design Parameters of the Yolo County Emergency Operations Center.

(1) Develop conceptual plans for completing the remodeling and construction of a County Emergency Operations Center and estimated costs.

(2) Preparation of such plans to include items as delineated on Exhibit "B", attached hereto

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 127 WOODLAND, CA 95695 TEL. NO. (916) 666-8211

and incorporated herein by this reference, and meeting applicable requirements of local, state, and federal agencies.

(3) Establish a target budget and other necessary materials to allow preparation of bid documents. Phase I shall not include preparation of working drawings and specifications.

3. COUNTY desires by this agreement to employ the services of ARCHITECT to accomplish Phase I of PROJECT as set forth above.

4. ARCHITECT represents hereby that he is duly licensed by the State of California as an architect, and is willing and able to perform all professional services required to accomplish Phase I in a competent and professional manner, sufficiently detailed to enable COUNTY to evaluate and decide between available options, and serve as the introductory working documents to enable any architect to commence Phase II.

AGREEMENTS:

NOW, THEREFORE, IT IS AGREED that COUNTY does hereby employ the services of ARCHITECT in connection with Phase I of the project, and ARCHITECT hereby accepts such employment on the following terms and conditions:

I. ARCHITECT'S SERVICES.

The ARCHITECT's professional services and duties for Phase I shall include the following:

A. To act as registered architects and engineers advising the COUNTY, and to attend all necessary conferences

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

with the County Board of Supervisors, other COUNTY personnel and liaison committee meetings as required, in regard to the program requirements.

B. To perform all professional services necessary to accomplish Phase I of the PROJECT as set forth herein, with analysis and written recommendations on all necessary factors, including, but not limited to, the following:

(1) To participate with and coordinate with other COUNTY architects in incorporating the PROJECT into the COUNTY's overall Building Master Plan and building program.

(2) The site studies shall include spatial relationships with drawings establishing general use of site area, mass of buildings, number of floors and relationships of new functions to existing functions within the building. Special concerns include handicapped access, service efficiency, energy conservation, and information flow within the building.

(3) Recommendations are to be made as to the most desirable configuration and advantages, disadvantages, and cost estimates shall be presented for the recommended design solution.

(4) Recommendations are also to be made for the potential to use existing utility systems in the

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

building as an integrated part of the remodeled area; and a review of various types of construction and related materials with recommendations thereto.

C. ARCHITECT represents that he is professionally qualified to perform the work to be done by him under this contract. COUNTY, not being skilled in such matters, relies upon the qulaifications of ARCHITECT to do and perform the work in a professional manner, and the acceptance of his work by the COUNTY does not operate as a release of said ARCHITECT from responsibility to so perform his work.

D. All work or services performed by ARCHITECT or his firm or corporation shall be by or under the direct supervision of registered architects.

II. ARCHITECT'S FEES.

In consideration of the performance of the professional services hereinabove set forth, COUNTY agrees to pay ARCHITECT fees as follows:

A. For Phase I. A fee based on hourly rates and expenses as set forth in Exhibit "A", attached hereto and incorporated herein by this reference, "Hourly Rate Schedule", to a maximum limit of FOUR-THOUSAND-TWO-HUNDRED ($4,200.00) DOLLARS AND 00/100. ARCHITECT shall not perform, nor be required to perform, any services which would cause such maximum limit to be exceeded,

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

without the prior written mutual consent of the parties; such additional work would be in addition to previously described Phase I work.

III. ARCHITECT'S EXPENSES.

The following are items of expenses to be borne by ARCHITECT for which no claim for reimbursement shall be allowed:

A. Direct personnel expense of employees engaged on the PROJECT by the Architect, which includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, for consultation, research and design, in producing any documents pertaining to the PROJECT, and in services required at the site.

B. Direct personnel expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

IV. COUNTY'S EXPENSES.

A. COUNTY shall provide directly for payment of the following expenses.

(1) Those incurred in furnishing ARCHITECT with a complete and accurate site survey.

(2) Those incurred in furnishing ARCHITECT with full information as to the water, gas, and electrical service.

(3) Those incurred for borings or test pits, soils tests and analysis, and seismic and geological

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

studies and reports.

(4) Those incurred for chemical, mechanical, or other tests; provided that COUNTY'S prior written approval therefor has been had and obtained.

V. PAYMENT OF ARCHITECT'S FEE - MANNER.

A. ARCHITECT shall be paid by regularly issued warrants drawn on the Treasurer of the County of Yolo.

B. Payment on account of the ARCHITECT'S fee shall be made, in monthly progress payments, as follows:

(1) During Phase I, an amount on account based on agreed hourly rates and charges as established under Exhibit "A" billed on a monthly basis by itemized invoice submitted in quadruplicate to the Director of Community Development Agency and certified for payment.

VI. ADDITIONAL SERVICES - FEES.

Should COUNTY request ARCHITECT to make major revisions in the scope of services to be provided, over and above the original scope of Phase I as set forth herein, due to major changes in the project program, ARCHITECT shall be paid an additional fee for such additional services.

Said fee shall be equal to the costs of all ARCHITECT'S personnel time and direct expenses expended to perform additional services, and shall be charged by ARCHITECT and paid by COUNTY at the rates set forth in Exhibit "A", "Hourly Rate Schedule".

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No additional services shall be performed by ARCHITECT nor paid by COUNTY without COUNTY'S prior written authorization to ARCHITECT.

VII. COUNTY'S DUTIES AND RESPONSIBILITIES.

COUNTY does hereby assume the following duties and responsibilities:

A. To furnish ARCHITECT with drawings of building site which shall include contour lines and the grades and lines of street and pavements; information in regard to any restrictions or easements which may affect the project, the existence or non-existence of telephone, sewer, water, gas and electricity services to or on the site and such other facts pertinent to the site or the proposed structure as may be within the knowledge of COUNTY.

B. To furnish or have furnished borings or test pits, geological examination and analysis of the soil therefrom in such manner as may be reasonably required to furnish ARCHITECT necessary information as to the subsoil and seismic settling of the building sites.

C. To furnish COUNTY employee to serve as a project inspector for the COUNTY on the PROJECT.

D. To give thorough consideration to all sketches, drawings, specifications, proposals, contracts and other documents presented to it by ARCHITECT and to act promptly thereon and notify ARCHITECT of any and all

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decisions thereon.

E. To act promptly in all matters requiring its attention so as not to delay the work of ARCHITECT or unreasonably delay the erection and construction of the project.

VIII. OWNERSHIP OF DOCUMENTS.

Title to and ownership of all drawings submitted by ARCHITECT pursuant to this Agreement shall be vested in COUNTY. COUNTY may reproduce or make any and all additional use of said drawings, designs, engineering, concepts and architectural services embodied in said plans as it deems appropriate without further permission of or consideration to ARCHITECT, including using them as working drawings for any other COUNTY project.

ARCHITECT may continue to make such use of said drawings as is regular and customary in the profession, without permission of or consideration to COUNTY.

IX. LIAISON.

The Community Development Director of Yolo County, by and through its Public Building and Architectual Services Division, is hereby designated as the liaison official through whom the COUNTY and the ARCHITECT will act in their relationship with each other under this agreement. ARCHITECT agrees to maintain close contact with the Community Development Director and to closely observe the policies of the COUNTY as related to it by the Director. For the purpose of

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dealing with COUNTY under this agreement, a registered architect is hereby appointed as the representative of ARCHITECT.

IX. INSURANCE.

A. ARCHITECT shall obtain, and keep in full force and effect, compensation insurance necessary in connection with the performance of this agreement to protect all of ARCHITECT'S employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall relieve COUNTY from all responsibility therefor. ARCHITECT shall supply COUNTY with a suitable statement certifying to said protection and defining the terms of the policy issued within thirty (30) days after execution of this agreement.

B. ARCHITECT shall obtain, and keep in force during the term of this agreement, a policy of professional liability insurance with limits of TWO-HUNDRED-THOUSAND ($200,000.00) DOLLARS AND 00/100 and provide evidence thereof to the COUNTY within thirty (30) days after the execution of this agreement.

X. GENERAL CONDITIONS.

A. Without limitation the following instruments of service will be prepared by or under the immediate and responsible supervision of registered architects and will be signed by registered architects:

(1) Schematic studies if called for by this agreement;

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(2) Preliminary studies and tentative outlines if called for by this agreement;

(3) Any other documents or correspondence between ARCHITECT and COUNTY, contractor, consultants, or governmental authorities, involving conclusions or opinions concerning the purely architectural aspects of the work.

B. The following architectural services will be performed by or under the immediate and responsible supervision of registered architects.

(1) Performance of all personal services customarily performed by registered architects in the performance of their professional services in contracts of this type.

XI. TERMINATION.

A. ARCHITECT'S term of employment, under this agreement, shall commence on the date of execution and continue at the pleasure of COUNTY, who may discontinue and terminate this agreement and the employment of ARCHITECT by giving notice thereof in writing, deposited in the United States Mail, postage prepaid, and addressed to:

Alfred J. Graf
119 Main Street
P. O. Box 653
Winters, CA 95694

(1) In the event of termination during Phase I, COUNTY shall pay ARCHITECT as provided under Article II-A

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as full payment for all services performed and allowable expenses incurred by ARCHITECT to the date of such notice.

XII. INDEPENDENT CONTRACTOR STATUS.

In the performance of all professional services pursuant to this agreement, ARCHITECT and all officers, employees, agents and consultants of ARCHITECT are independent contractors, and not officers, employees or agents of the County of Yolo for any purpose.

XIII. BINDING ON SUCCESSORS.

The provisions of this agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the parties hereto.

XIV. INTEGRATION.

It is agreed that the terms and conditions of this agreement itself shall constitute the whole of the agreement between the parties hereto, and that the terms and conditions of this agreement shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of this agreement or other discussion leading up to the agreement.

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XV. TIME.

Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first set forth.

COUNTY OF YOLO, a political subdivision of the State of California

By: Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: Pete E. Lucas
Deputy

(SEAL)

ARCHITECT

By: Alfred J. Graf AIA Architect
ALFRED J. GRAF, A/A, "ARCHITECT"

OFFICE OF THE
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COUNTY OF YOLO
P.O. BOX 1447
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

EXHIBIT "A"

HOURLY RATE SCHEDULE

Charges for time spent by the following classifications for personnel shall be on an hourly basis as follows:

ARCHITECTS

| Classification | $$ Per Hour |
|---|---|
| Principals | $35.00 |
| Project Manager | _____ |
| Project Designer | $27.00 |
| Architect | _____ |
| Draftsman | $18.00 |
| Stenographic and Clerical | _____ |

ENGINEERS

| Classification | $$ Per Hour |
|---|---|
| Corporate Officers (Nominal Rate) | _____ |
| Principal Engineers & Architects "A" | $27.00 |
| Principal Engineers & Architects "B" | _____ |
| Associate Engineers & Architects | _____ |
| Senior Engineers & Architects | _____ |
| Draftsmen | _____ |
| Stenographic and Clerical | _____ |

The hourly rates stated above are based on the inclusion of direct salaries, vacation, sick leave, general office expense, normal supplies, and other itms of overhead as would be normal to an engineering office, and profit.

Reimbursable Expenses. In addition, COUNTY shall reimburse to ARCHITECT his actual expenses in the following categories:

A. Reimburseable expenses are in addition to the compensation for services and include actual expenditures made by the ARCHITECT, his employees, or his professional consultants in the interest of the PROJECT for the expenses listed in the following paragraphs.

B. Expense of transportation and living when traveling in



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TEL. NO. (916) 666-8211

connection with the PROJECT; long distance calls and telegrams.

C. Expense of reproductions, postage and handling of drawings and specifications excluding duplicate sets at the completion of each Phase for the COUNTY'S review and approval.

D. If authorized in advance by the COUNTY in writing, expense of overtime work requiring higher than regular rates and expense of renderings or models for the COUNTY'S use.

E. Expense of computer time.

Architect's Accounting Records. Records of the ARCHITECT'S direct personnel, consultant and reimbursable expenses pertaining to the PROJECT shall be available to the COUNTY or its authorized representative at mutually convenient times.



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(916) 666-8275

EXHIBIT "B"

PHASE I

EMERGENCY OPERATIONS CENTER PROJECT
YOLO COUNTY SHERIFF'S DEPARTMENT
WOODLAND, CALIFORNIA

1. Generator, 65 KW, all electrical connections plus installation on pad; miscellaneous electrical modifications to panels to allow for new emergency generator and to isolate basement from upper floor of facility.

2. Underground fuel storage tank installation, excavation, backfill, saddles, concrete pouring, footings, etc.

3. Fuel storage tank (3,000 gal. cap), 6 foot O.D. pressurized, delivered FOB, Woodland, set in place.

4. Demolition of interior way, 40 SE, including cleanup and dust protection.

5. Refinish archway material, labor protective devices, clean-up.

6. Precast concrete slabs to protect exterior stairwell entrances, yard fabricated and delivered to job site.

7. EBS, PIO soundproof booth, insulation, soundproofing, lighting, electrical, communications connection, acoustic door and frame, etc.

8. Operations room modification, metal doors and frames, walls, suspended ceiling, wall receptacles, etc., HVAC duct work, recessed ceiling fixtures.

9. Air cooled chiller, 40 ton, in-place installed, air handler, in-place installed.

10. Electric hot water heater, 80 gal., residential model, plus labor and materials.

11. Electromagnetic pulse protection.

12. Emergency water supply, for existing well -- clean well, install submersible pump, trench and pipe, electrical controls, install backflow preventer valves, job complete.

13. Painting of all modifications, 2 coats water latex or similar, roller applied.



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WOODLAND, CA 95695
(916) 666-8211

FILED

JUL 11 1980

PETER McNAMEE Clerk
By Vera Carter Kirkland DEPUTY

AGREEMENT NO. 80-200

(Caretaker of Cache Creek Canyon Regional Park)

THIS AGREEMENT, made and entered into this 8th day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and GEORGE and EULA WARNER (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H :

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Cache Creek Canyon Regional Park;

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve in the capacity as patrolman and caretaker of the Cache Creek Canyon Regional Park, and to open the day-use area to the public not later than sunrise daily and to close said area not later than eleven (11:00) o'clock P.M.

B. To maintain order and prohibit overnight camping except in designated areas in said park and enforce all rules and regulations governing same as adopted by COUNTY.

C. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

D. To perform such other duties as may be necessary to maintain a proper recreation area.

E. Collect fees as specified by the Board of Supervisors.

F. Provide for deposit of fees.

G. To provide and maintain at his own expense a horse to patrol that portion of park not accessible by automobile.

H. To defend, indemnify, and hold COUNTY harmless for all claims, liability, or loss resulting from CONTRACTOR's care, ownership, maintenance, or use of said horse on COUNTY's property.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of FIVE HUNDRED FIFTY and NO/100 ($550) DOLLARS per month during the term of the agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

C. To provide necessary gasoline, oil, and vehicular maintenance through its County Yard located at Woodland or Esparto, California.

D. To provide suitable housing including utilities for caretaker.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 1st day of July, 1980, and shall terminate on the 30th day of June, 1981. This agreement may be terminated by either party hereto by a thirty (30) day written notice of intention to terminate said agreement.

6. This agreement supersedes Agreement No. 79-235.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California:

Jungle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTORS:

George A. Warner
GEORGE WARNER

Eula Warner
EULA WARNER

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Jan Oreer deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

Elizabeth A. Healy
DEPUTY COUNTY COUNSEL

FILED

JUL 11 1980

PETER McNAMEE, Clerk

By [illegible] DEPUTY

AGREEMENT NO. 80-201

(Agreement for Maintenance of Putah Creek Angling Access Area)

THIS AGREEMENT made and entered into this 8th day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H :

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access Area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOT, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

   A. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock P.M.

   B. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

///

C. To provide all necessary maintenance and upkeep of said angling access area for the term hereof and said maintenance shall include, but not be limited to, the keeping of the parking area, sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

D. To provide and maintain for himself a suitable uniform to be work during the performance of his duties under this agreement.

E. To perform such other duties as may be necessary to maintain a proper recreation area.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of FIVE HUNDRED FIFTY and NO/100 ($550) DOLLARS per month during the term of this agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

C. To provide necessary gasoline, oil and vehicular maintenance through its County Yard located at Winters, California.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold

the COUNTY harmless from any liability which CONTRACTOR may incur to the Federal or State Governments as a consequence of this contract.

5. The term of this agreement shall commence on the 1st day of July, 1980, and shall terminate on the 30th day of June, 1981. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

6. This agreement supersedes Agreement No. 79-234.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California:

Tunis J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

Ralph Waldo Chapman
RALPH WALDO CHAPMAN

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Jan Drew deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Stalker
DEPUTY COUNTY COUNSEL

FILED

JUL 23 1980

PETER McNAMEE, Clerk
By Dora Bailey Rickard
DEPUTY

AGREEMENT NO. 80-202

(Agreement for Lease of Real Property)

THIS AGREEMENT, made and entered into this 8th day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as LANDLORD), and DUANE CHAMBERLAIN (hereinafter referred to as TENANT).

W I T N E S S E T H :

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described as Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August, 1980, and terminating on the 31st day of July, 1981. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.

3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats, hay or barley.

4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED ($2,400.00) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LANDLORD shall bear the cost or charge of possessory interest taxes, if any, levied

upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon presentation to it of said paid tax bill.

6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of soil suitability for growing any crop.

7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water in or upon or available to the real property which is the subject of this lease.

8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assignees, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purpose of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

9. RECORDS. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assignees at all reasonable times for inspection.

10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats, hay, or barley, using good husbandry practices, and to make diligent effort to prevent the spread of all noxious weeds and rodents and other vertebrate pests on the leased premises during the term of this lease. TENANT agrees to make diligent effort to prevent infestations of insects or organisms that may produce disease in plants or animals that may come onto or develop on the premises during the term of this lease that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD upon demand.

11. WASTE. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon, or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

13. JOINT USE. TENANT acknowledges the joint use of the leased premises for a Parachutist Drop Zone, and agrees to operate agricultural activities so as to minimize their adverse effect on same.

14. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or portion of the leased premises without prior written consent of LANDLORD.

15. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the Yolo County Airport. Upon said re-entry and termination of this lease, TENANT shall be compensated only for loss of, or damage to, existing crops located upon the premises so re-taken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

16. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to

do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

17. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

18. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them, arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall not be less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

19. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

20. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with the County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States Mail, postage prepaid, and addressed to the County Clerk, P.O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to TENANT at the following address: Route 1 Box 375, Woodland, California 95695.

21. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other

covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

22. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

23. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon the inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

24. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT a breach of any term, condition or covenant hereof, on giving thirty (30) days' notice in writing of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' notice in writing of such termination to LANDLORD.

25. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise of its sole discretion, determines that any part or portion, or the whole of the leased property, is necessary for airport uses, it may terminate this lease by declaration and re-take or re-enter upon such part or portion of the leasehold, or the whole thereof, upon giving TENANT sixty (60) days' notice of its intention to so re-enter. Upon such re-entry at the end of said notice period, LANDLORD shall compensate TENANT only as to his actual out-of-pocket loss pertaining to growing crops located upon said portion of the leasehold. Save and except for such damages, TENANT hereby waives any and all claims or causes of action he may have for such re-taking.

26. This agreement supersedes Agreement No. 79-292 .

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California - LANDLORD

Tamla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Duane Chamberlain
DUANE CHAMBERLAIN - TENANT

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Jan Broer deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M.D.B.& M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West Half (½) of Section 34, Township 9 North, Range 1 East, as said West Half (½) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of Blocks Thirteen (13) and Fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

Parcel 2

All of the Northwest Quarter (¼) and the Northerly 240.50 feet of the Southwest Quarter (¼) of Section 3, Township 8 North, Range 1 East, M.D.B.&M.

Excepting therefrom the property which is presently under lease to Yolo Aviation, Inc., under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 65-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 78-126 executed April 11, 1978.

EXCEPTING THEREFROM:

Two parcels of land being portions of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B.&M., Yolo County, California, said parcels being more fully described as follows:

PARCEL 1

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89° 46' 55" West 1550.00 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING: THENCE continuing along the North line of said Northwest Quarter South 89° 46' 55" West 18.00 feet; thence South 01° 04' 16" West 692.43 feet; thence South 14° 29' 41" East 118.38 feet; thence North 00° 05' 36" East 806.99 feet to the true point of beginning.

Containing 0.419 acres.

PARCEL 2

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89° 46' 55" West 1568.00 feet along the North line of said Northwest Quarter; thence South 01° 04' 16" West 692.44 feet; thence South 14° 29' 41" East 257.37 feet to THE TRUE POINT OF BEGINNING: THENCE continuing South 14° 29' 41" East 723.02 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 830.00 feet, through a central angle of 30° 50' 05", with a chord bearing South 29° 54' 43" East 441.31 feet, an arc length of 446.68 feet to a tangent line; thence South 45° 19' 46" East 200.00 feet to a tangent curve; thence along said curve, concave to the Northwest, with a radius of 770.00 feet, through a central angle of 45° 31' 09", with a chord bearing South 22° 34' 11" East 595.77 feet, an arc length of 611.73 feet to a tangent line; thence South 99° 11' 23" West 1549.66 feet; thence North 88° 42' 42" West 384.12 feet; thence South 01° 17' 18" West 60.00 feet; thence South 88° 42' 42" East 360.75 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of 88° 54' 05", with a chord bearing South 44° 15' 39" East 35.01 feet, an arc length of 38.79 feet; thence South 89° 48' 37" East 60.00 feet; thence North 00° 11' 23" East 1634.20 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 830.00 feet, through a central angle of 45° 31' 09", with a chord bearing North 22° 34' 11" West 642.20 feet, an arc length of 659.40 feet to a tangent line; thence North 45° 19' 46" West 200.00 feet along said line to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 770.00 feet, through a central angle of 14° 54' 54", with a chord bearing North 37° 52' 19" West 199.88 feet, an arc length of 200.44 feet to a non-tangent line; thence South 89° 46' 55" West 56.96 feet along said non-tangent line; thence North 16° 37' 53" West 920.82 feet to the true point of beginning.

Containing 4.572 acres.

STANDARD AGREEMENT — STD. 213 (REV. 3-76) — STATE OF CALIFORNIA — DEPT. OF GEN. SERV.

APPROVED BY THE ATTORNEY GENERAL

COUNTY AGREEMENT NO. 80-203

BK

CONTRACTOR'S COPY

P.C. 822 Ed IV

CLEARANCES: STATE AGENCY, DEPT. OF GEN. SERV., CONTROLLER

CLEARED COG DATE — DIST. —

THIS AGREEMENT, made and entered into this 1st day of May, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | FUNDING |
|---|---|---|
| Director | Employment Development Department, California State Office of Economic Opportunity | 7901-0566 |

hereafter called the State or CSOEO, and

Yolo County Economic Opportunity Council

hereafter called the Contractor,

FILED

PETER McNAMEE, Clerk

By [signature] DEPUTY

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 4

That agreement for a Department of Energy Low-Income Weatherization Program, entered into on July 15, 1979 and amended on September 1, 1979, December 17, 1979, and March 24, 1980, is hereby deleted, together with all previous amendments, and is replaced by the following:

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of Public Law 94-385, (42 USC 6867 et seq.), the Energy Conservation Existing Buildings Act of 1976, as amended by Section 231 of Public Law 95-619, National Energy Conservation Policy Act, to implement an energy conservation assistance program to weatherize the dwellings of the low-income population, with priority to the elderly, handicapped, Native Americans and farmworkers; and WHEREAS, the intent is to conserve needed energy and to assist persons least able to afford increasing utility costs.

APPROVED AS TO FORM CHARLES R. MACK COUNTY COUNSEL By [signature]

NOW THEREFORE, the parties hereby agree as follows:

The provisions on Page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: Employment Development Department, California State Office of Economic Opportunity | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Economic Opportunity Council |
| BY (AUTHORIZED SIGNATURE): [signature] | BY (AUTHORIZED SIGNATURE): [signature] |
| TITLE: Michael J. Wroblewski, Asst Director | TITLE: Freida J. Thompson, Chairman, Yolo County Board of Supervisors |
| | ADDRESS: Yolo County Courthouse, Woodland, CA 95695 |

Department of General Services Use ONLY

SEP 3 1980

C.O. Brasher

| | | | |
|---|---|---|---|
| AMOUNT ENCUMBERED: $55,000 CC | APPROPRIATION: 1555 UI Code | FUND: Unemploy Admin | |
| UNENCUMBERED BALANCE: $ | ITEM | CHAPTER | STATUTES | FISCAL YEAR: 80 |
| ADJ. INCREASING ENCUMBRANCE: $25,000 CC | FUNCTION: 98220-931-03900 | | |
| ADJ. DECREASING ENCUMBRANCE: $ | LINE ITEM ALLOTMENT | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [signature] DATE: 9/18/80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1.1 have been complied with and it is my opinion I am exempt from review by the Department of General Services.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: [signature] DATE: 9/18/80

8. Term

The term of this agreement shall be from May 1, 1980 through December 31, 1980.

9. Total Amount payable shall not exceed $ 55,000 as specified in the budget attached hereto as Attachment A, incorporated herein by reference.

10. Payment and Invoicing

A. Upon written request, accomplished by completion of CSOEO Form #050 Sections I and V, Contractor will be given an initial advance of $ -0- as authorized by Section 417 (d) of Public Law 94-385.

B. Contractor shall submit monthly invoices, using CSOEO Form #050, Monthly Report of Costs and Status of Cash, attached hereto as Attachment B, incorporated herein by reference.

Reimbursement of any month's expenses will only be made if CSOEO has also received the Monthly Program Status Report, CSOEO Form #28P, which is attached hereto as Attachment C, and is incorporated herein by reference. CSOEO Form #28P must be accompanied by the supporting CSOEO Form(s) #29P, Low Income Energy Conservation Program Client Intake Form.

C. Contractor may only request reimbursement for Administrative Costs for any specific month for the same percentage of Total Costs incurred less insurance (nonvehicular) as the percentage of the Administrative Costs to the grand total less Insurance (nonvehicular) allowed for in the Budget, Attachment A.

Contractor may submit a written request for waiver of this requirement for any specific month. The request shall set forth the unusual circumstances necessitating the waiver.

D. Final reimbursement will be contingent upon receipt of Contractor's close-out package.

11. Eligibility

A. Individual Eligibility - Contractor shall insure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is occupied by a family unit -

(1) Whose income is at or below 125 percent of the poverty level determined in accordance with criteria established by the OFFICE OF MANAGEMENT AND BUDGET as set forth by the following figures:

| Family Size | Non-Farm Family | Farm Family |
|---|---|---|
| 1 | $ 4,738 | $ 4,063 |
| 2 | 6,263 | 5,350 |
| 3 | 7,788 | 6,638 |
| 4 | 9,313 | 7,925 |
| 5 | 10,838 | 9,213 |
| 6 | 12,363 | 10,500 |

(For family units with more than 6 members, add $1,525 for each additional member in a non-farm family and $1,286 for each additional member in a farm family.)

OR

(2) Which contains a member who has received cash assistance payments under Title IV (AFDC) or Title XVI (SSI) of the Social Security Act or applicable state or local law during the 12 month period preceding the determination of eligibility for weatherization assistance (Section 440.18 of Title IV-A of Public Law 94-385).

Contractor shall assure that each applicant signs a Low-Income Energy Conservation Program Client Intake Form (CSOEO #29P), a copy of which has already been furnished Contractor.

Contractor shall verify applicant income for a randomly selected sample of 10 percent of the homes to be weatherized. This verification must be reflected in Section II.d of the CSOEO Form #29P.

Documents which may be used as proof of income eligibility include the following: W-2 Forms, Welfare Basic Grant Forms, Social Security Statement of Earnings, etc.

B. Dwelling Inspection - Contractor shall also inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive repairs. If the dwelling unit is ineligible because of the need for extensive repair, the applicant should be referred to the local Housing and Community Development Organization, U.S. Farmers Home Administration, Housing Loan Program, or other applicable organizations.

If the applicant can get the necessary repairs accomplished, weatherization may be accomplished following the repair work.

C. Standards for Weatherization Materials

Attachment D, "Standards for Weatherization Materials", which is attached hereto and incorporated herein by reference, lists some of the types of weatherization materials Contractor may use. For these types of weatherization materials, Contractor shall only use those which meet or exceed the standards set forth in Attachment C, and shall be able to present documentation of such conformance with the specifications.

D. Weatherization Technique

A weatherization project under this agreement shall follow the approaches to weatherization, including the energy conservation techniques, contained in the sample Project Retro-Tech Job Books (DOE/CS-0105), copies of which will be supplied by CSOEO.

Contractor shall complete a Building Check and Job Order Sheet (U.S.GPO:1979-303-709) for each dwelling approximating either the sample Wood Frame or the sample Mobile Home Project Retro-Tech Job

Book. Contractor shall attach the applicable CSOEO STD-001 or 002 label to the front of the Building Check and Job Order Sheet and accomplish the needed weatherization measures in order of priority until either or both the $400 maximum per dwelling expenditures for Materials, or for Program Support and labor is reached.

Contractor shall complete a Project Retro-Tech Job Book and a Building Check and Job Order for each dwelling weatherized that is not of wood frame construction. Contractor shall follow the procedure demonstrated in the sample Project Retro-Tech Job Book.

E. Priority Groups

Priority shall be given to identifying and providing weatherization assistance to the elderly, Native Americans, handicapped, and migrant/seasonal farmworkers low-income persons, as specified in Attachment E, Priority Populations to be Served, which is attached hereto and incorporated herein by reference.

F. Supplementing of Other Funds

Financial assistance provided under this agreement shall be used to supplement, and not supplant, state or local funds, and to the maximum extent practicable as determined by the U.S. Department of Energy, to increase the amounts of those funds that would be made available in the absence of federal funds provided under this agreement.

G. Labor

To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen. Contractor agrees to notify CSOEO in the event difficulties arise securing such services.

Within the constraints of the Program Support and Labor budget line item, Contractor may:

(1) Employ labor (particularly persons eligible for training under CETA).

(2) Supplement wages paid to training participants and public service employment workers pursuant to CETA, subject to permission by the U.S. Department of Labor.

(3) Subcontract with a private contractor (particularly a nonprofit organization or a business owned by disadvantaged individuals which performs weatherization services) to install weatherization materials, provided that an adequate number of volunteers, training participants, public service employment workers, and/or paid staff is not available.

PRIOR permission to subcontract with a private contractor must be obtained from CSOEO, and such approval will be contingent upon receipt and evaluation by CSOEO of the following documentation:

(a) A completed CSOEO FORM #70P, "Request to Utilize For-Profit Contractor".

(b) Copies of at least three bids submitted by private contractors in response to a Request for Bid (RFB). The RFB must define the specific kinds of service to be provided by the private contractor and request a breakdown of the costs of materials and labor for the different kinds of work to be done.

H. Coordination

To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately funded programs in order to conserve energy and to improve thermal efficiency.

I. Equal Treatment of Native Americans - Low-Income members of Indian tribes shall receive benefits equivalent to the assistance, either on or off rancherias, as is provided to other low-income persons.

J. Rental Units

(1) No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his/her agent and the tenant on a Weatherization Service Agreement -- Rental Units Form (CSOEO Form #37P), a copy of which has already been furnished Contractor.

(2) Contractor may weatherize a building containing rental dwelling units where not less than 66 percent of the dwelling units in the building-(a) are eligible dwelling units (as defined in Article 11.A) OR (b) will become eligible dwelling units within 180 days under a Federal program for rehabilitating the building or making similar improvements to the building.

K. Maximum Dollar Limit Per Dwelling Unit

(1) Contractor agrees that the maximum allowable expenditure for any dwelling unit weatherized under this agreement shall not exceed $1,000, comprised of $400 maximum per dwelling for -

(a) The cost of purchase and delivery of weatherization materials;

(b) Up to $100 of the $400 maximum per dwelling may be used for incidental repairs, including repairs to the heating source and such repair materials as are necessary to make the installation of weatherization materials effective.

AND

$600 maximum per dwelling for -

(c) Transportation of weatherization materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;

(d) Maintenance, operation, and insurance of vehicles used to transport weatherization materials and work crews;

(e) Maintenance of tools and equipment;

(f) Purchase or annual lease of tools, equipment, and vehicles; Contractor shall request prior approval from CSOEO for the acquisition of equipment and/or vehicles by submitting a "Request for Non-Expendable Equipment Lease/Purchase Approval (non-vehicle)", (CSOEO Form #40P) and/or a "Request for Non-Expendable Equipment Lease/Purchase Approval (vehicle)", CSOEO Form #41P, copies of which will be supplied by CSOEO;

(g) Employment of on-site supervisory personnel;

(h) Labor costs in accordance with Article 11.G.

(2) The limitation of $1,000 set forth above shall not apply if the local Policy Advisory Committee (required by Q below) requests that a greater amount be provided for specific categories of units or materials and CSOEO approves the request.

L. Allowable Administrative Expenditures

Administrative funds are provided as indicated in Attachment A, Budget Allowable administrative expenses shall include but are not limited to a prorated share of the overhead expenses, such as office space, telephone, postage, and office supplies. Any labor expenses necessary to carry out a weatherization project under this agreement are allowable administrative expenses except for the Labor categories set forth in Article 11.G above.

M. Insurance - Contractor agrees to have in effect and to maintain both public liability and property damage insurance for Contractor's weatherization program vehicles plus personal injury and property damage insurance for Contractor's personnel and the dwellings, and occupants therein, being weatherized with minimum liability limits of Three Hundred Thousand Dollars ($300,000.00) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars ($300,000.00) resulting from any occurence. Said policies shall provide that 30 days' written notice to CSOEO shall be required before cancellation or material change of any of the terms of the policy.

Contractor shall forward to CSOEO a copy of as much of the insurance policy (ies) as evidences the required coverage plus the effective dates prior tc commencing operations.

N. Limitation On Use of Funds - No funds under this agreement shall be used for any of the following purposes:

(1) To weatherize a dwelling unit which has been weatherized previously with funds granted under Title IV-A of Public Law 94-385, unless such dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance; or

(2) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

O. Right to Monitor and Audit - The Administrator, U.S. Department of Energy, and his/her designee, the Director, U.S. Community Services Administration, and his/her designee, and CSOEO shall have the right to monitor and evaluate weatherization projects under this agreement through on-site inspections or through other means, in order to ensure the effective provision of weatherization assistance for the dwelling units of Low-Income persons. The Administrator, U.S. Department of Energy, and his/her designee, the Comptroller General of the United States and his/her designee, CSOEO, and if Contractor is a Community Action Agency, the Director, Community Services Administration, and his/her designee, shall have access for the purpose of audit and examination of Contractor's books, documents, papers, information and records of any weatherization project performed under this agreement.

P. Records/Forms - Contractor shall utilize the following documents or reports in the manner described.

(1) The following reports will be submitted to CSOEO on a monthly basis:

(a) Low Income Energy Conservation Program Client Intake Forms (CSOEO Form #29P). This report contains information which determines client eligibility for weatherization services.

(b) Low Income Energy Conservation Monthly Status Report (CSOEO Form #28P). This report contains information on the number of full- and part-time staff, the total number of persons assisted in that month, the total number of elderly, the handicapped, Native Americans, and Farmworkers assisted, and the total number of dwellings assisted in that month.

(c) Monthly Report of Costs and Status of Cash (CSOEO Form #050, included here as Attachment B). This report contains fiscal information necessary to justify payments to the Contractor.

Each of these reports, even if there is no activity to report, will be due no later than the 10th day of the month following the month being reported, but preferably as soon after the first day as possible.

One month delinquency in meeting these reporting requirements shall give CSOEO the right to terminate this agreement.

(2) The following documents will be maintained in Contractor's files:

(a) Each completed Weatherization Service Agreement (CSOEO Form #37P).

(b) Project Retro-Tech Job Books and the Building Check and Job Order Sheets, as applicable, for each dwelling weatherized.

(c) Agency (yellow) copies of the Client Intake Forms (CSOEO Form #29P)

Q. Project Advisory Committee (PAC) - Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC's functions shall be as set forth in CSA pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

The PAC shall be broadly representative of organizations, and agencies, particularly local government, utilities, fuel suppliers and consumer groups that represent the low-income priority groups specified in Attachment E, Priority Populations to be Served.

Prior to commencing operations Contractor shall submit to CSOEO the PAC roster comprising the names and areas of representation, e.g. low-income, utility company, CETA office, Supervisor/Councilman, etc.

R. Final Audit Report - The Contractor shall submit to CSOEO within one (1) year after the termination of this agreement three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public grantees and their delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment.

Audits shall be conducted in conformance with the standards set forth in Audit Guides DOE/IG-0005 and DOE/IG-0005/1.

12. Contract Modification

CSOEO shall have the right to modify this agreement should any of the following conditions occur:

A. Cessation of Funding - Funding for this agreement is contingent upon CSOEO's continued receipt of funds from the U.S. Department of Energy (DOE). Modifications shall be necessary if DOE suspends or terminates the master funding grant with CSOEO for purposes of this Agreement.

This Agreement shall be modified accordingly in such event.

B. Conformity with Federal and State Regulations - In the event that Federal or State regulation changes affect the terms of the agreement, this Agreement shall be modified to assure conformity with such Federal and State requirements.

C. Right to De-obligate - CSOEO shall have the right to reduce the amount of contractor's funding when, in the opinion of CSOEO expressed in writing to Contractor, (A) Contractor's performance in whole or in part, either has not been substantially carried out or is insufficiently documented, or (B) Contractor has neglected, failed or refused to furnish necessary information or to reasonably cooperate with any inspection or review of its program or records. CSOEO shall conduct a thorough evaluation of the Contractor's performance and shall provide Contractor with written notice at least 10 days prior to reduction of funds. Contractor shall be subject to an evaluation if the Agreement has been in existence more than three (3) months.

D. Contractor Requests Funding Augmentation - Upon receipt of a written request for additional funds accompanied by modified performance goals and budget from Contractor, CSOEO shall have the option to increase the amount of Contractor's funding via an amendment to the contract.

13. Failure to Perform, Notice, Right to Correct Performance - CSOEO may terminate this agreement when it has determined that Contractor has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. If Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance, CSOEO shall notify the contractor of such unsatisfactory performance in writing.

Contractor has ten (10) working days in which to respond with a plan agreeable to CSOEO for correction of the deficiencies. If Contractor does not respond with an appropriate plan within the appointed time, CSOEO shall serve a termination notice on the Contractor which shall become effective within thirty (30) days after receipt. In the event of such termination, CSOEO shall be liable for payment only for services rendered up to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

14. Termination

Either party may terminate this Agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with terms of this agreement up to the time the termination notice becomes effective.

15. Discrimination

No persons in the United States shall, on the grounds of race, color, national origin, sex or on the grounds of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance provided by this Agreement.

16. Receipt of Funds

As a condition for receipt of CSOEO funds, Contractor assures that it will comply with all applicable regulations, policies, and procedures promulgated by DOE/CSOEO and all other applicable federal, state, and local laws.

17. Assurances

These assurances shall govern all activities conducted pursuant to this agreement unless specifically waived and/or modified under this agreement.

A. Legal Authority - Contractor certifies that it possess legal authority to apply for the grant, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person certified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

B. Conflict of Interest - Contractor assures that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit, directly or indirectly from this Agreement. In addition, Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Working Conditions - Contractor shall ascertain and assure that safe and healthful working conditions exist at all work sites.

D. Training - Contractor assures that at least the Energy Coordinator/Program Manager and Crew Supervisor(s) shall attend either the Stockton or the Los Angeles Weatherization Training Center in addition to all cluster training sessions as scheduled by CSOEO unless specifically exempted by CSOEO.

E. Property - No funds under this agreement may be expended or costs incurred for the purchase of real property except as in accordance with DOE regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7000-01, a copy of which can be obtained from CSOEO.

18. This Agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

ATTACHMENT A

Budget*

| | | |
|---|---|---|
| Administrative Costs | $ 2,750 | (max) |
| Personal Injury and Property Damage Insurance (nonvehicle) | $ 2,500 | (max) |
| Program Costs | | |
| JJ Weatherization materials ($400 max/dwelling - see Article 11.K) | $ 19,900 | (min) |
| JJ Program support and labor ($600 max/dwelling - see Articles 11.G and 11.K) | $ 29,850 | (max) |
| TOTAL | $ 55,000 | |

* Any of the maximum budget amounts may be reduced at Contractor's discretion, and the amount (s) of reduction shall be applied to weatherization materials.

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
MONTHLY REPORT OF COSTS AND STATUS OF CASH

DOE Weatherization Assistance for Low-Income Persons
PROGRAM

INVOICE PREPARATION DATE

932
PROJECT CODE

CONTRACT NUMBER

REPORT MONTH AND YEAR

TO: EDD California SOEO
Budget and Accounting Unit
555 Capitol Mall, Room 325
Sacramento, CA 95814

FROM:
MAILING ADDRESS:

## SECTION I – ADVANCE REQUEST

THIS SECTION FOR INITIAL ADVANCE REQUEST ONLY.

Amount Requested
$_____

EXPENSE / ACTIVITY CODES: _____

## SECTION II – EXPENDITURES AND ADJUSTMENTS

| EXPENSE AND ACTIVITY CODES | COST CATEGORY | PROGRAM BUDGET (1) | LAST MONTH'S CUMULATIVE COSTS (2) | ADJUSTMENT TO LAST MO. CUMULATIVE COSTS (3) | REPORT MONTH COSTS (4) | CUMULATIVE COSTS (5) | REMAINING BUDGET AMOUNT AVAILABLE (6) |
|---|---|---|---|---|---|---|---|
| 932-051 | 1. Administrative Costs | | | | | | |
| 933-051 | 2. Non-Vehicular Insurance | | | | | | |
| | | XXX | XXX | XXX | XXX | XXX | XXX |
| | Program Costs | XXX | XXX | XXX | XXX | XXX | XXX |
| 937-051 | 3. Materials | | | | | | |
| | 4. Program Support and Labor | XXX | XXX | XXX | XXX | XXX | XXX |
| 934-051 | A. Transportation | XXX | | | | | |
| 935-051 | Tools and B. Equipment | XXX | | | | | |
| 936-051 | C. Labor | XXX | | | | | |
| | Sub-total (A+B+C) | | | | | | |
| | Total Program Costs (3+4) | | | | | | |
| | | | | | | | |
| | Grand Total (1+2+3+4) | | | | | | |

Column 5 from last month's Form

Explain in Section IV "Remarks"

Columns 2-3-4-5

Column 1-5-6

CSOEO Form #050 (4/80)

## SECTION III – STATUS OF CASH

A. Total cash received to date from CSOEO (including advances): $_____

B. Total cash requested in previous monthly reports (CSOEO Form but not received): $_____

1. Subtotal (A + B): $_____ (SUBTOTAL 1)

C. Cumulative Costs (Column 5 total from page 1): $_____

D. Net advances outstanding to your delegate agencies (if any): $_____

E. Anticipated total cash needed for the two months following the report month: $_____

2. Subtotal (C + D + E) or Budget Total (Column 1, Section II, page 1), whichever is less: $_____ (SUBTOTAL 2)

F. Cash Deficiency or Surplus (Subtotal 1 minus Subtotal 2): $_____

G. Cash Requested (Round off): $_____

## SECTION IV – REMARKS

(Attach additional sheets as needed)_____

## SECTION V – CERTIFICATION

*I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.*

TYPE NAME AND TITLE _____ SIGNATURE _____ DATE _____ PHONE _____

*FOR CSOEO USE ONLY:*

APPROVED FOR PAYMENT: CALIFORNIA SOEO

_____ _____ _____

DEAD DBA AUTHORIZED SIGNATURE

CSOEO Form #050 (4/00)

Attachment C

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY

| LOW-INCOME ENERGY CONSERVATION PROGRAM | MONTHLY PROGRAM STATUS REPORT | CSOEO FORM NO. 28P (Rev. 5/80) |
|---|---|---|

SECTION I — IDENTIFYING INFORMATION

| 1. Name of Grantee (or administering agency) | 2. Staff Assigned to Energy<br>No. ___ Full Time<br>No. ___ Part Time | 3. Month/Year Reported |
|---|---|---|

| 4. Contract No. | 5. State/Tribal Organization | 6. Service Area<br>☐ Same as CAA ☐ Other (Non-CAA, specify) |
|---|---|---|

SECTION II — SERVICES

| Category | Weatherization Projects DOE | Weatherization Projects CSA | Crisis Intervention P.A. 22 | Consumer Education P.A. 23 | Transportation P.A. 24 | Alternate Energy P.A. 25 |
|---|---|---|---|---|---|---|
| 1. Total People Assisted | | | | | | |
| a. Elderly | | | | | | |
| b. Farmworkers (MSF) | | | | | | |
| c. Indian | | | | | | |
| d. Handicapped | | | | | | |
| 2. Total Dwelling Units Assisted | | | | xxxxxxxxxxx | xxxxxxxxxxx | |
| a. Owner-occupied | | | | xxxxxxxxxxx | xxxxxxxxxxx | |
| b. Renter-occupied | | | | xxxxxxxxxxx | xxxxxxxxxxx | |
| 3. Air-conditioned Dwellings Assisted | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| 4. Pending Applications | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |

SECTION III — FINANCIAL INFORMATION

| Category | Weatherization Projects DOE | Weatherization Projects CSA | Crisis Intervention P.A. 22 | Consumer Education P.A. 23 | Transportation P.A. 24 | Alternate Energy P.A. 25 |
|---|---|---|---|---|---|---|
| 1. Total Outlays | | | | | | |
| a. 222(a)(12) | xxxxxxxxx | | | | | |
| b. CSA: Other | xxxxxxxxx | | | | | |
| c. DOE | | xxxxxxxxx | | | | |
| d. Other Federal | | | | | | |
| e. Non-Federal | | | | | | |
| 2. Total Labor (hours) | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| a. CETA | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| b. CAA Agency Staff | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| c. Action Volunteers | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| d. Title xx | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| e. AOA | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| f. Occupants of Assisted Housing | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |
| g. Other | | | xxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx | xxxxxxxxxxx |

| Insulation--Mineral fiber material or product | STANDARDS |
|---|---|
| Blanket/batt | Conformance to F.S.[1] HH-1-521E and ASTM C665-70 |
| Board | Conformance to F.S.HH-1-526C and ASTM C612-70 or C726-72 |
| Duct material | Conformance to F.S.HH-1-558B |
| Loose fill | Conformance to F.S.HH-1-1030A and ASTM #764-73 |
| Insulation--Mineral cellular | |
| Aggregate board | Conformance to F.S.HH-1-529B |
| Cellular glass | Conformance to F.S.HH-1-551E and ASTM C552-73 |
| Perlite | Conformance to F.S.HH-1-574A and ASTM C549-73 |
| Vermiculite | Conformance to F.S.HH-1-585B and ASTM C516-67 |
| Insulation--Organic fiber | |
| Cellulose--Type I | Conformance to F.S. HH-1-515C and ASTM C739-73(loose fill) |
| Cellulose--Type II | Conformance to ASTM C739-73(loose fill) and fire safety requirements |
| Vegetable | Conformance to F.S.HH-1-528B and fire safety requirements |
| Board and block | Conformance to F.S.LLL-1-535A and ASTM C208-72 and fire safety requirements |
| Insulation--Organic cellular | |
| Polystyrene board | Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements |
| Urethane board | Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements |
| Flexible unicellular | Conformance to F.S.HH-1-573B and ASTM C534-70 and fire safety requirements |
| Insulation--Air Spaces: Reflective | Conformance to F.S.HH-1-1252A |
| Storm Windows: | |
| Aluminum frame | Equivalent to ANSI A134.3-1972 |
| Wood frame | Conformance to Sec.3 NWMA Industry Standard I.S.2-73 |
| Rigid Vinyl frame | Conformance to NBS Product Standard PS26-70 and performance guarantee |
| Frameless plastic glazing | Required minimum thickness 6 mil(0.006 in.) |
| Storm Doors: | |
| Aluminum | Equivalent to ANSI A134.4-1972 |
| Wood | |
| Pine | Conformance to Sec. 3 of NWMA I.S.5-73 |
| Fir,hemlock,spruce | Conformance to Sec.3 of FHDA/5-75 |
| Hardwood veneered | Conformance to Sec.3 of NWMA I.S.1-73 |
| Rigid vinyl | Conformance to NBS Product Standard PS26-70 and performance guarantee |
| Caulks and sealants | Commercial availability |
| Weatherstripping | Commercial availability |
| Vapor barriers | Commercial availability |
| Clock thermostats | Commercial availability |
| Skirting | Commercial availability |
| Items to improve attic ventilation | Commercial availability |
| Materials used as a patch to reduce infiltration through the building envelope | Commercial availability |
| Water Flow Controllers | Commercial availability,but not to exceed $5.00 |
| Replacement of oil burners | UL 296/ANSI Z 96.2-1974 "Oil Burners" and ANSI Z 91.2-1976, entitled "Performance Requirements for Automatic Pressure Oil Burners of the Mechanical-Draft Type." |

Notes

[1] F.S. means Federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407

[2] For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE

(FR Doc. 80-6182 Filed 2-26-80;8:45 a.m.)

CSOEO-ECWD 5/1/80

ATTACHMENT E

Agency Goals

Priority Populations to be Served

| | Number | Percent |
|---|---|---|
| Total Houses to be Weatherized | 50 | 100 |
| Elderly | 25 | 50 |
| Handicapped | 3 | 5 |
| Native Americans | 1 | 2 |
| Migrant/Seasonal Farmworkers | 3 | 5 |

AGREEMENT BETWEEN

YOLO COUNTY MENTAL HEALTH SERVICES

YOLO COUNTY
AGREEMENT NO. 80-204

AS SERVICE PROVIDER

AND

COMMUNITY SERVICES PLANNING COUNCIL/AREA 4 AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AAA)
1820 J STREET
SACRAMENTO, CA 95814

FILED
JUL 2 0 1980
PETER McNAMEE, Clerk
By Deputy

A. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
Yolo County Mental Health Services

213 West Beamer Street, Woodland, CA 95695 666-8363

B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964 dated January 18, 1965 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) applies to this application.

C. Maximum total funds available for this project: $ 13,295
(Title IIIB: $ 13,295 ) (Title IIIC-1: $ )
(Title IIIC-2: $ ) ( U.S.D.A. : $ )

D. The term of this AGREEMENT is from July 1, 1980 to June 30, 1981, subject, however to earlier termination as provided herein.

E. No expenditure or obligations may be incurred after June 30, 1981.

F. Addresses of Project Sites: (attach list if more than three)
213 West Beamer St., Woodland, CA 95695

G. Application # and Program Title: 180-5 Mental Health Services

H. Name of Insurance Carrier: Walker & Company
Description of Policy: Comprehensive Liability including Malpractice
Effective Dates of Policy: January, 1976 until cancelled
Name and Address of Agent: Walker & Co., 800 West 6th St., Los Angeles, CA 90017

SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provisions for service delivery may be revised from those stated in this agreement only as agreed upon by SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Older Americans Act funds will not be used to replace or supplant ongoing programs or personnel.

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Older Americans Act projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Older Americans Act programs will be purchased only if it cannot be secured from other Older Americans Act programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workmen's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any accident; and $100,000 for property damage in any one accident. Additionally, SERVICE PROVIDER shall procure and maintain comprehensive general liability insurance in the amount of $500,000 limit per occurrence for bodily injury and property damage liability combines for all other phases of operation.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that required insurance coverages have been procured.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit to A4AA monthly reports of expenditures in accordance with due dates established by A4AA. Reports shall be submitted on forms provided by A4AA.

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

a. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identify of individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and who job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in the case of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. No later than one-hundred eighty (180) days prior, and again at ninety (90) days prior to the ending date of this contract, subgrantee shall provide A⁴AA with the estimated amount of Older Americans Act funds which will remain unexpended at the ending date of this contract.

Upon notification by subgrantee that Older Americans Act funds will remain unexpended, A⁴AA at its option, will request and receive from the subgrantee, release of Older Americans Act funds in an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. A⁴AA shall be reasonable in its request for funds and the subgrantee shall not unreasonably withhold permission for release of funds.

A⁴AA retains all rights to reprogram released funds into other programs, projects, or activities contained in the approved Area Plan.

M. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

N. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by all parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

O. All conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging, for FY 1981 shall cover this contract.

P. Implementation of this contract, in whole or in part, is contingent upon approval of the CSPC/A⁴AA Area Plan for FY 1981, and related spending authority by the California Department of Aging. In the absence of such approval and authorization, CSPC/A⁴AA and the SERVICE PROVIDER are relieved off all obligations contained herein.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC

EXECUTIVE DIRECTOR

6-30-80
DATE

FOR SERVICE PROVIDER

CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS
TITLE

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By DEPUTY COUNTY COUNSEL

July 9, 1980
DATE

FOR AREA 4 AGENCY ON AGING

DIRECTOR

6-30-80
DATE

ATTACHMENTS TO THIS AGREEMENT:

A. Grant Application

B. Statement of Objectives

AREA 4 AGENCY ON AGING
APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section II. PRIOR PROGRAM/PROJECT HISTORY

PROJECT TITLE Senior Citizens Health Outreach/ Socialization Project DATE 4/24/80

| PROGRAM/PROJECT TITLE (List all Titles of Programs and projects specifically addressing needs of older persons) | FUNDING SOURCE (Refer to partial listing at bottom of page.) | Amount CY77 | CY78 | CY79 |
|---|---|---|---|---|
| Senior Citizens Health Outreach/Socialization Project | 1. Area 4 Agency on Aging | $12,600 | $13,745 | $12,900 |
| | 2. Yolo County Mental Health Services | 1,554 | 1,527 | 2,846 |

Section III. OTHER PENDING APPLICATIONS

| PROGRAM/PROJECT TITLE & PURPOSE (brief summary of Pending Requests for programs/projects addressing needs of older persons) | Funding Source (Note: Public and/or Private) | Amount of Funds Requested |
|---|---|---|
| | | |

Please specify funding source by name. The following list is provided for reference; however, it is not exhaustive and other sources should be included.

- Area 4 Agency on Aging
- SYETA/Title I
- SYETA-CYP
- CETA Title II (City)
- CETA Title VI (County)
- CETA Title II (County)
- CETA Title VI (County)
- County Contributions (Gen'l Fund)
- City Contributions (Gen'l Fund)
- Community Development Block Grant
- County Revenue Sharing
- City Revenue Sharing
- Office of Criminal Justice
- Region D Criminal Justice
- United Way
- Federal Department-HEW
- Federal (Other)
- County Mental Health
- County Drug Abuse
- County Alcoholism
- State Department Health
- State CETA - 402
- Sacramento Area Economic Opportunity Council
- Federal Department (Please list)

_____

_____

_____

State (Other)
- (Please List)

_____

_____

1. Applicant Agency: Yolo County Mental Health Services
Address: 215 W. Beamer Street, Woodland, CA 95695
Zip
Phone: 916/666-8363
Contact Person: Catherina A. Mozden, R.N., B.S.
Title: Mental Health Nurse II

2. Type of Agency:
- Private non-profit [ ]
- Private for profit [ ]
- School District [ ]
- Government [X]
- Other

3. Brief description of project(s)
Senior Citizens Health Outreach/Socialization Center

Program Services
- [ ] Senior Center
- [ ] Nutrition
  - [ ] Congregate
  - [ ] Home Delivered
- [X] Social Services (please list)
  Senior Citizens Health Outreach/Socialization Project

4. Type of Application
- New [ ]
- Continuation [X]
- Revision [ ]
- Supplement [ ]

5. Project duration
12 months
Start 7-1-80
End 6-30-81

6. Estimated number persons to be served 300 unduplicated

7. Geographic project service area (Be specific)
Yolo County - Outreach
Woodland and Davis - Socialization Group

8. This is the 5 year of operation for this project.

9. This application is being sent to the following funding sources for consideration:
- [X] Area 4 Agency on Aging
- [ ] City
- [ ] Sacramento Area Economic Opportunity Council
- [ ] ACTION
- [ ] United Way
- [ ] Manpower (CETA)
- [ ] Other (Please specify)
- [ ] Regional Criminal Justice
- [ ] County Revenue Sharing
- [ ] County Department (Please specify)

10. Total Project Costs

| | Current Year | This Proposal |
|---|---|---|
| Older Americans Act | 12,900 | 13,295 |
| Other Federal (Please list) | | |
| State | 3,733 cash | 4,394 cash |
| County | 2,846 cash | 1,478 cash |
| City | | |
| United Way | | |
| Other Project Income | | 20 |
| Other | | |
| In-Kind | | cash |
| TOTAL | 19,479 35,746 | 14,793 17,709 |

10a. Budget Summary
Older Americans Act Funds Requested $13,295.00 cash
Non-Federal Match 1,478.00 Cash, Match
Other (funds) 20.00
Total Project Cost 14,793.00

10b. Payee: Enter Name & Title & Address to Whom Checks are to be mailed.
Name: Treasurer of Yolo County
Title:
Address: P. O. Box 1007
Woodland, CA 95695
Zip

This application has been duly authorized for submittal by the governing body of the applicant agency.

Dwight D. Thompson, Chairman, Yolo County Board of Supervisors 5-7-80
Authorized Signature — Title — Date

Form 4-15

| SCHEDULE OF NON-FEDERAL PARTICIPATION | |
|---|---|
| SOURCE | AMOUNT |
| A. CASH RESOURCES | $ |
| Mental Health Nurse I (Salary and F.B.) | 1,478 |
| SUB-TOTAL | $ 1,478 |
| B. IN-KIND RESOURCES | $ |
| SUB-TOTAL | $ |
| TOTAL | $ 1,478 |

| Area 4 Agency on Aging<br>SUMMARY BUDGET | | Total Project Costs (3) | PROJECT COST<br>Social Services/Nutrition<br>Admin. Costs 15% (4) | Service Costs 85% (5) | (6) | (7) | (8) | FUNDING SOURCE<br>Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND<br>Match (13) | Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1)<br>1.1 Project Personnel<br>A. Paid Personnel<br>TITLE OR POSITION | (2)<br>Hourly Rate | | | | | | | | | | | | |
| Mental Health Nurse I<br>.75 F.T.E. | $8.66 | 13,234 | 1,985 | 11,249 | | | | 13,234 | | | | | |
| Total Paid Personnel | | 13,234 | 1,985 | 11,249 | | | | 13,234 | | | | | |
| B. Volunteers, In-Kind Personnel<br>TITLE OR POSITION | Hourly Rate | | | | | | | | | | | | |
| Total Volunteers | | | | | | | | | | | | | |



Form 4-14b

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | PROJECT COST Social Services/Nutrition (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1) | | | | | | | | | | | | |
| 1.2 Payroll Taxes & Employee Benefits | | | | | | | | | | | | |
| FICA | 812 | 122 | 690 | | | | | | 812 | | | |
| SUI | | | | | | | | | | | | |
| Total Payroll Taxes | 812 | 122 | 690 | | | | | | 812 | | | |
| ~~XXXX~~ Unemp. Ins. | 80 | 12 | 68 | | | | | | 80 | | | |
| Health | 1,080 | 162 | 918 | | | | | | 1,080 | | | |
| Life | | | | | | | | | | | | |
| Retirement | 1,608 | 241 | 1,367 | | | | 61 | 1,478 | 49 | 20 | | |
| Worker's Compensation | 342 | 51 | 291 | | | | | | 342 | | | |
| Total Employee Benefits | 3,110 | 466 | 2,644 | | | | 61 | 1,478 | 1,551 | 20 | | |
| 1.3 Consultant/Legal Services (Identify) | | | | | | | | | | | | |
| Total Consultant/Legal Services | | | | | | | | | | | | |
| 2.1 Travel & Training | | | | | | | | | | | | |
| (12 months x 219 miles x 21 c) | 553 | 83 | 470 | | | | | | 553 | | | |
| Conference and Conventions | | | | | | | | | | | | |
| Staff Training (Attached List) | | | | | | | | | | | | |
| Volunteer Travel Reimbursement | | | | | | | | | | | | |
| Total Staff Travel & Training | 553 | 83 | 470 | | | | | | 553 | | | |

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | PROJECT COST Social Services/Nutrition (4) | (5) | (6) | (7) | (8) | FUNDING SOURCE Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Prof. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.2 Equipment (1) | | | | | | | | | | | | |
| Total Equipment | | | | | | | | | | | | |
| 2.3 Food Costs | | | | | | | | | | | | |
| Catered Meals | | | | | | | | | | | | |
| Purchased Raw Food | | | | | | | | | | | | |
| Total Food Costs | | | | | | | | | | | | |
| 2.4 Space Costs | | | | | | | | | | | | |
| Rent of Space | | | | | | | | | | | | |
| Telephone | | | | | | | | | | | | |
| Utilities | | | | | | | | | | | | |
| Maintenance/Janitorial Services | | | | | | | | | | | | |
| Insurance | | | | | | | | | | | | |
| Total Space Costs | | | | | | | | | | | | |
| 2.5 Supplies | | | | | | | | | | | | |
| Office Supplies & Postage | | | | | | | | | | | | |
| Other - (Identify) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Supplies | | | | | | | | | | | | |
| 2.6 Printing | | | | | | | | | | | | |
| Inside Printing | | | | | | | | | | | | |
| Contract Printing (Identify) | | | | | | | | | | | | |
| Total Printing Costs | | | | | | | | | | | | |

PROJECT

| Area 4 Agency on Aging SUMMARY BUDGET | Total Project Costs (3) | Social Services/Nutrition: Admin. Costs 1524) | Service Costs 853) | (6) | (7) | (8) | Requested Title III Share (9) | Cash Match (10) | USDA & Cash Non-Match (11) | Proj. Income (12) | IN-KIND Match (13) | IN-KIND Non-Match (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (1) | | | | | | | | | | | | |
| 2.7 Vehicle Costs | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Vehicle Costs | | | | | | | | | | | | |
| 2.8 Other Costs | | | | | | | | | | | | |
| Audit | | | | | | | | | | | | |
| Accounting Services | | | | | | | | | | | | |
| Bonding | | | | | | | | | | | | |
| Membership & Subscriptions | | | | | | | | | | | | |
| Taxes & Licenses | | | | | | | | | | | | |
| Advertising | | | | | | | | | | | | |
| Books & Publications | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Other Costs | | | | | | | | | | | | |
| 2.9 Contract Services (Identify & Encloses Contract(s) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Contract Services | | | | | | | | | | | | |
| TOTAL BUDGET | 17,709 | 2,656 | 15,053 | | | | 13,295 | 1,478 | 2,916 | 20 | | |

| CALCULATION OF GRANT AWARD | |
|---|---|
| TOTAL BUDGET | $ 17,709 |
| LESS: PROJECT INCOME | $ 20 |
| LESS: CONTRIBUTIONS, NON-MATCHING | $ 2,916 |
| PROJECT COSTS TO BE MATCHED | $ 14,773 |
| LESS: CONTRIBUTIONS, MATCHING | $ 1,478 |
| TITLE III GRANT AWARD | $ 13,295 |

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING

Section VII.DOCUMENT CHECKLIST

APPLICANT AGENCY Yolo County Mental Health Services DATE April 30,1980

PROJECT TITLE: Senior Citizen Health Outreach Socialization Group Project

The applicant certifies that the following documents are available. Upon request they will be produced within three (3) working days. The applicant acknowledges that failure to produce requested documents within the time limits may result in program funds being withdrawn, reallocated, or delayed.

Check those documents which are available and on file in your agency office.

| | ITEM | DATE |
|---|---|---|
| [ ] | Articles of incorporation | N/A |
| [ ] | Agency By-Laws | N/A |
| [X] | Membership list of present Governing Board | |
| [X] | Membership of Project Advisory Body (MHAB) | |
| [ ] | IRS Status Certification (Auditor-Controller's Office) | |
| [X] | Latest Agency Financial Audit | 7-79 |
| [X] | Current Financial Statement | 2-80 |
| [X] | Affirmative Action Policy | 7-7-75 |
| [X] | Affirmative Action Plan | 7-7-75 |
| [X] | Agency Policies and Procedures (including Personnel Policies) | Current |
| [X] | Complete project inventory | Current |
| [X] | Contract Between the Area 4 Agency on Aging and your project | 1-1-79 |
| [ ] | Agreement for Consultant Services | N/A |
| [ ] | Lease or space rental agreements | N/A |
| [X] | Training Plan for project employees and volunteers | 1-7-79 |
| [X] | Resume for Project Director | 1-1-80 |
| [ ] | Job Description for all OAA funded positions and program volunteers | 1-1-79 |
| [ ] | Written procedures for handling donations | 1-1-79 |
| [ ] | Three month certified menu | N/A |
| [ ] | Current safety and health inspection certificates | N/A |
| [X] | Annual Fire Inspection Report Inspection done annually - no written report submitted to MHS | |

## Section VIII. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under the comprehensive Older Americans Act Amendments of 1978, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The Yolo Co. Mental Health Svs
(applicant agency)
understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with the Older Americans Act Amendment of 1978; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.

2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.

3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.

5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.

6. Agrees to actively seek qualified older persons for paid positions on the project.

7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.

11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be comingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.

12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency; audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.

13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 28). Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.

14. Receipt of Title III-B and C funding from the A4AA will be acknowledged in the news media and other sources when referring to the services, material and/or equipment provided under this agreement.

(The following provisions apply to multipurpose senior center requests.)

15. Agrees to comply with all applicable state and local health, fire, safety, building, zoning and sanitation laws, ordinances or codes, with special regard to the provisions of the National Fire Protection Association 101 Life Safety Code.

16. Assures that any facility funded under this award begin operation as a multipurpose senior center by December 3, 1980.

17. (For applicants acquiring a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least ten years from the date of acquisition.

18. (For applicants constructing a facility): Assures that the facility will be used for the purposes for which the Title III award was made for at least twenty years after completion of construction.

19. Agrees to comply with the requirements of the Davis-Bacon Act and other mandatory Federal labor standards.

20. Assures that plans and specifications for the facility comply with regulations relating to minimum standards of construction, particularly with the requirements of the Architectural Barriers Act of 1968.

21. Assures that the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and DHEW regulations (45 CFR, Part 84) and guidelines are met.

22. Agrees to meet the conditions of approval relative to flood disaster protection outlined in Attachment A, "Conditions for Approval of Senior Center Facilities Located in Flood Prone Areas".

Section XI. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Mental Health Services (hereinafter
(Name of Grantee or Contractor)
called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from Area 4 Agency on Aging, a
(Name of Area Agency)
recipient of Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

May 13, 1980
Dated

COUNTY OF YOLO
(Recipient of Award)

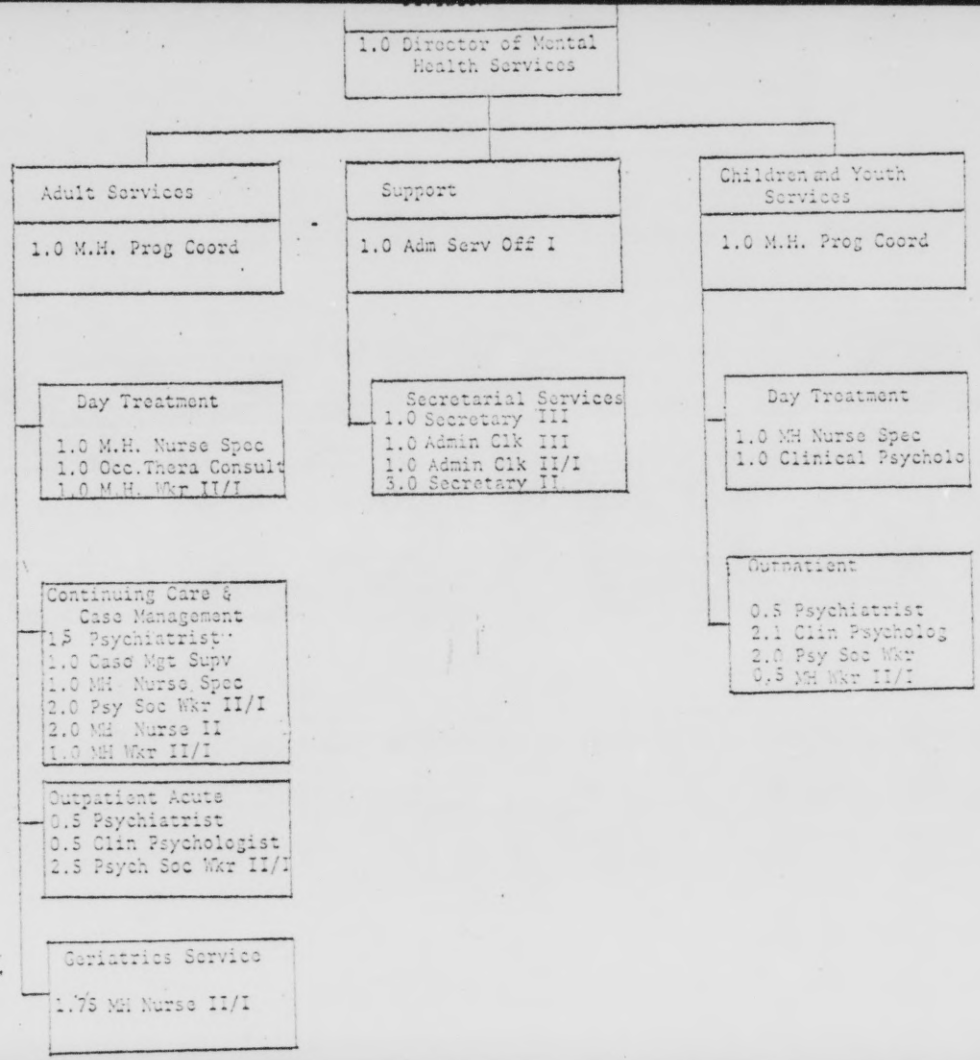
Yolo County Mental Health Services

By Lynda J. Thomson
(President, Chairman of Board, or comparable authorized official)

213 W. Beamer St., Woodland, Ca., 95695
(Recipient's mailing address)

Chairman, Yolo County Board of Supervisors
Title

% Captane P. Thomson, M.D.
Director


1.0 Director of Mental Health Services
Adult Services
1.0 M.H. Prog Coord
Support
1.0 Adm Serv Off I
Children and Youth Services
1.0 M.H. Prog Coord
Day Treatment
1.0 M.H. Nurse Spec
1.0 Occ.Thera Consult
1.0 M.H. Wkr II/I
Secretarial Services
1.0 Secretary III
1.0 Admin Clk III
1.0 Admin Clk II/I
3.0 Secretary II
Day Treatment
1.0 MH Nurse Spec
1.0 Clinical Psycholo
Continuing Care & Case Management
1.5 Psychiatrist
1.0 Case Mgt Supv
1.0 MH Nurse Spec
2.0 Psy Soc Wkr II/I
2.0 MH Nurse II
1.0 MH Wkr II/I
Outpatient Acute
0.5 Psychiatrist
0.5 Clin Psychologist
2.5 Psych Soc Wkr II/I
Geriatrics Service
1.75 MH Nurse II/I
Outpatient
0.5 Psychiatrist
2.1 Clin Psycholog
2.0 Psy Soc Wkr
0.5 MH Wkr II/I

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING

Section IV. PROJECT NARRATIVE

A. Applicant Agency Background

1. Agency Description:

Yolo County lies immediately west of Sacramento, in the rich agricultural land of the Central Valley. Removed from urban congestion, residents of Yolo County enjoy a moderate climate and access to outdoor recreational facilities without being isolated from the benefits of nearby large cities. Many lakes and rivers nearby coupled with the large expanses of farmland contribute to an impression of a rural area, even though there is a major branch of the University of California situated in Davis and population centers in Woodland and West Sacramento. The population of the county is approximately 106,000 with a predictable influx of seasonal farm workers. Various ethnic minorities make up between 15 and 20 percent of the population with the majority of the ethnic minorities being Hispanic in origin. Yolo County Mental Health Services have provided for the needs of the emotionally disturbed citizen in Yolo County since 1965. As these needs have changed over time, Mental Health Services has responded to try to meet the challenge of demands for services. Yolo County Mental Health Services currently provides 24-hour crisis intervention; outreach and ambulatory care, short-term hospitalization for the mentally disabled; services to persons with alcohol and other drug problems, senior citizens outreach, Mental Health consultation to community professionals and agency personnel,; information and education to the general public. Severely mentally disturged who cannot be effectively treated locally are referred to Napa State Hospital.

2. Agency Organizational Chart:

See attached sheet.

B. Project Information

1. Problem Statements:

a. Yolo County has a population of 106,000 (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentrations of older adults live in the East Yolo area, encompassing Broderick, Bryte and West Sacramento. We have significant numbers of low-income and minority elderly in Yolo County. The majority of the low-income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Bryte. Fifteen to nineteen percent of the Woodland and Knights Landing elderly are below the poverty level. Twenty to twenty-five percent are below poverty level in the East Yolo, Esparto and Winters areas.

b. Health care has been determined by our own project data, community input, and AAAA as a priority service need of seniors in Yolo County. Over twenty percent of seniors in our area are low income (especially in the Esparto, Winters, Broderick and Bryte areas). Many of our elderly are living in socially and economically impoverished environments. Due to the above factors and other variables, more than ten percent of all seniors suffer from either depression or other chronic, physically/ emotionally disabling conditions.

2. Project Goals:

a. Program Impact:

i. Outreach Component:

Yolo County Mental Health Services' Older Adult Program is designed to promote healthful, independent living and to assist older adults in reaching and maintaining their optimum level of functioning. Services are provided to assist older persons and their families cope with crisis and resolve problems of day to day living.

ii. Socialization Group Component:

The aims of the Socialization Group Component are to increase socialization skills among members; restore a sense of community; improve interpersonal relationships with spouse and children; increase gross and fine motor skills and memory; improve health awareness; and decrease physical and social isolation.

b. Barriers to Service:

i. Office services are available in three locations in the county: Davis, Woodland, and Broderick.

(a) Public transportation is limited in those areas and drastically unavailable in the western portion of the county.

(b) None of the locations are on a bus line.

ii. Because of the dependency on public transportation, and infirmities associated with the aged, the outreach program in the home is a necessity.

3. Project Objectives: (to be carried out by 3/4-time nurse)

a. Proposed Service

i. Outreach

(a) Through outreach visits, locate 150 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers. The nurse will emphasize visits in the west and north areas of the county.

(b) An estimated 300 home visits will be made during the grant year.

(c) This service program will provide a mechanism for a coordinated comprehensive evaluation and referral system for older persons to health providers.

ii. Socialization Group

(a) Twenty to twenty-five persons will be identified who would benefit from a reality oriented socialization and supervision activity group meeting in Woodland two half-days per week.

(b) An estimated 90 group meetings will be held through the year.

b. Not applicable.

4. Project Activities:

a. Type of Service:

i. Outreach home visits will be made to isolated elderly in Yolo County.

ii. Socialization group service will be provided in Woodland two half-days per week.

b. Service Methods:

i. Outreach

The nurse will make at least one in-home contact. She will perform an assessment of the mental, physical, and social needs of the participant. Her contacts will be primarily one-to-one though other family members may also be involved. The types of testing she would use would involve blood pressure screening; testing for reality orientation; mental status examination; the face-hand test (assists in determining CBS); a medical history including chronic, debilitating conditions; the living situation; the individual's ability to perform ADL (activities of daily living); and support systems available to the client.

ii. Socialization Group

An initial assessment will be done on each Socialization Group referral to evaluate the person's level of functioning.

Individualized care plans will be designed to identify needs, recommend activities, and establish long-term goals for each group member after initial assessment is completed. Progress will be documented at quarterly intervals for each group member.

c. Encouraging Client Utilization of Program:

One-to-one individual contacts will be made with older adults as well as collateral contacts with families. Emphasis is placed on establishing rapport and conveying a sincere interest in the individual needs of each person.

d. Not applicable.

e. Not applicable - The Outreach Service and Socialization Group are ongoing programs now.

f. Program Hours:

i. Outreach visits will be conducted Monday through Friday between the hours of 8 a.m. and 5 p.m.

ii. Socialization Group service will be provided Tuesday and Thursday mornings between 9:30 a.m. and 11:00 a.m.

g. Equipment:

Very little equipment is needed for the Socialization Group. Essentially arts and craft supplies only are required.

h. Not applicable.

5. Physical Accessibility:

The Outreach visits portion of the grant does not involve use of a facility. The nurse will visit older persons in their own residences. This item applies to the Socialization Group portion only:

a. Public Transportation:

The facility is not on a bus line but the Woodland Community Care car transports Woodland residents.

b. Alternative Transportation:

Participants are transported by Mental Health Services' van or private car.

c. Description of Facility:

i. Meetings are held in a sunny, spacious room at the Californian Senior Retirement Center. This room has two large windows, numerous comfortable chairs and a large oval table.

ii. There are no architectural barriers which would prohibit use of the building by seniors. The room is accessible by elevator and wheelchair.

iii. Transportation vehicles cannot accommodate wheel chairs.

d. Parking Facilities:

Adequate parking is available close to building entrances.

e. Environmental Factors:

The group room is well lit and has adequate heating and cooling systems which can be adjusted easily. Two large windows provide additional ventilation.

6. Program Accessibility:

The Older Adult Program plans to:

Continue with present efforts to work closely with the Welfare Department for low-income referrals. Outreach visits will be conducted to low-income housing and elderly apartment complexes and would include outreach to low income areas throughout the county;

Maintain contact with the Mexican-American Concilio I and R Center to encourage referrals of the minority elderly. We will continue to conduct joint home visits with the Concilio for Spanish-speaking elders.

The Older Adult Program has offered consultative services to the Mexican-America Concilio in their work with minority elderly.

7. Coordination:

a. Additional Service Providers:

See attachments.

b. Cooperative Efforts with Other Service Providers:

See Attached letters.

c. Project Coordination:

i. Referrals are both sent to and received from the Welfare Department, Health Department, private health care agencies, Mental Health Services

private physicians, and I & R Center's throughout the County. This coordination will continue and expand through the next year.

ii. Service providers from the Senior Centers and other area health providers participate on the Geriatric Task Force in the preparation of the Mental Health Plan each year.

8. Citizen Participation:

Both consumers and other community elders participate in the development of the program via annual planning process. The Yolo County Mental Health Advisory Board reviews the progress made on overall objectives, including those of the Older Adult Program.

9. Volunteers:

Volunteers are a valuable part of our Socialization Group and are supervised by the Mental Health Nurse I. Currently, we have three volunteers. One is a Social Worker student intern; the second volunteer is an older adult. Two volunteers work each session. The third volunteer arranges special event activities for the group. Therefore, we have a total of 9 volunteer hours per week. Volunteers are recruited through advertisement at Senior Centers, Volunteer Bureau, and newspaper Senior Activity columns. Selection based on personal interview by Mental Health Nurse I.

10. Affirmative Action Plan:

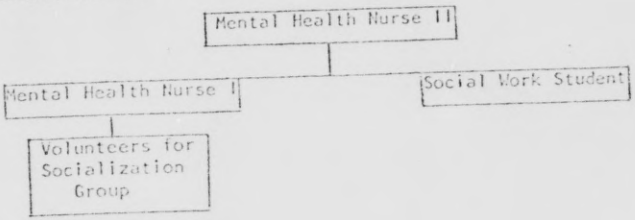
See Document checklist.

11. Administration:

a. Staffing:

There will be primarily two staff involved in carrying out the objectives of this project. The program will be supervised by the Mental Health Nurse II involved with the project. The Mental Health Nurse I is responsible for the West Yolo outreach effort and the socialization group.

b. Lines of Authority:




12. Training:

Staff:

The Mental Health Nurse I responsible for the expanded outreach and socialization group is trained by the Mental Health Nurse II and receives ongoing supervision from her, as well. Both Mental Health Nurse I and Mental Health Nurse II attend workshops/seminars applicable to the goals of the grant, for example:

Recruitment and Use of Volunteers
Reaching Minority Elders
Western Gerontological Society Mental Health Training Program
Management Training Program
Patient Education Training Program
Group Interaction and Communication
Psychopharmacology.

Volunteers:

The volunteers will receive training by the Mental Health Nurse I who works with them in the Socialization Group. Their training covers the following:

Working with the elderly
Speaking with confused persons
Reality orientation training
Basic teaching methods for those involved in teaching crafts.

13. Evaluation:

a. Project Data Collection:

i. Monthly statistics, both duplicated and unduplicated units of service, will be tabulated.

ii. Clinical record and progress note documentation will be made.

iii. Socialization Group quarterly progress notes will be recorded.

b. Project staff are responsible for collecting project data.

c. In-house evaluation of program is conducted by Project Director and Adult Services Coordinator.

14. Fiscal Management:

a. The Yolo County Treasurer will maintain records of funds and use of funds of the AAAA grant. The Treasurer will disperse the monies to pay the salary, benefits, and transportation costs of the Mental Health Nurse I.

b. There are no subcontracts proposed.

c. Not applicable.

d. Not applicable.

ATTACHMENT B
CONTRACT #180-5

STATEMENT OF OBJECTIVES

YOLO COUNTY MENTAL HEALTH SERVICES

To conduct in-home outreach visits to locate 150 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers. A total of 300 visits will be made with an emphasis in the western and northern areas of the County.

To continue to conduct a socialization group for 20 to 25 seniors identified as needing such services. The reality-oriented group will meet twice weekly for a total of 90 sessions.

A 3/4 time Mental Health Nurse will make the home visits. She will conduct the socialization group with the aid of volunteers.

All performance objectives will be accomplished by June 30, 1981.

DLS.ln
FY81

ADDENDUM TO PROJECT NARRATIVE

7. Coordination:

b. Cooperative Efforts with Other Service Providers:

Plans are being developed in collaboration with Visiting Nurses Association to organize a community based Stroke Club which would provide emotional support, socialization, and client education for stroke victims and their families.

During the early planning stage, the Mental Health Nurse I will function as Coordinator of the program and collaborate with Visiting Nurses Association to provide training for the Community Group Leader. The Community Group Leader will then assume responsibility for organizing the Socialization/Support Group component with the Mental Health Nurse I acting as Program Consultant and Coordinator of the professional staff consultant presentations. It is anticipated that this would involve approximately two hours per month of the Mental Health Nurse I's time.

AREA 4 AGENCY ON AGING

APPLICATION FOR OLDER AMERICANS ACT FUNDING
Section V. PROJECT OBJECTIVE AND ACTIVITY TIME CHART

PROJECT TITLE: Senior Citizen Health Outreach START DATE July 1,1980 END June 30,1981

| OBJECTIVES AND ACTIVITIES | 1st Quarter | | | 2nd Quarter | | | 3rd Quarter | | | 4th Quarter | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 1 | 2 | 3 | 1 | 2 | 3 | 1 | 2 | 3 | |
| Outreach Home Visits (MHN I) | | | | | | | | | | | | | 150 |
| Socialization Group Meetings | | | | | | | | | | | | | 90 |
| Staff Training MHN I and MHN II | * | | * | | * | | * | | * | | * | | |
| Provider Training and Consultation | | * | | * | | * | | * | | * | | * | |
| Sr. Citizen Center<br>STROP Volunteers<br>Citizens Who Care Board | | | | | | | | | | | | | |
| Mental Health Planning Process | | | | | | | | | * | | | | |

AAA/bb.3.21.80

BK

FILED

JUL 10 1980

PETER McNAMEE, Clerk

By [illegible] DEPUTY

ADMINISTRATION

AGREEMENT NO. 80-205

AGREEMENT REGARDING CLINICAL
DIETETIC EXPERIENCE AND
THE USE OF CLINICAL FACILITIES

THIS AGREEMENT, made and entered into this 19th day of May, 1980, by and between Eskaton dba Eskaton Americen River Healthcare Center, hereinafter called the "Hospital", and the County of Yolo, a political subdivision of the State of California, hereinafter called the "facility".

W I T N E S S E T H:

WHEREAS, the Hospital conducts a dietetic intern program wherein graduate students receive clinical dietetic training at the hospital which is designed to meet the criteria of the American Dietetic Association;

WHEREAS, the Hospital does not have the facilities to provide all elements of the program required by the ADA;

WHEREAS, the facility has facilities which can supplement the clinical experience offered by the hospital;

WHEREAS, the facility and the hospital will mutually benefit through the conduct of clinical training programs for such interns in the facility;

Now therefore it is agreed that:

I. Duties of the "Facility";

A. Provide each intern with clinical experience at the "Facility", as long as such intern complies with all applicable "Facility" policies, procedures, rules, regulations, dress and uniform requirements. "Facility" shall permit such interns access to appropriate clinical facilities for such clinical experience.

B. Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall, at all times conform to the program requirements of the American Dietetic Association, in the opinion of "Hospital" Internship Coordinator.

C. Provide only emergency first aid for any dietetic intern who becomes sick or injured by conditions arising out of or in the course of said dietetic interns participation in the clinical experience at

the "Facility", the cost of which shall be reimbursed to "Facility" by student.

D. Notification shall be given to the hospital's coordinating dietitian, in advance, of any changes in the "Facility" staff participating in the experience.

II. Duties of the Hospital:

A. Specify the dietetic interns who are enrolled in the hospital's dietetic internship to be appointed for clinical experience at the "Facility", in such numbers as are mutually agreed to by both parties.

B. Dietetic interns are required to conform to all applicable "Facility" policies, procedures, regulations, dress and uniform requirements, if any.

C. Require hospital's Internship Coordinator to notify "Facility" in advance of:

1. Dietetic intern schedule
2. Placement of dietetic intern in clinical assignment
3. Changes in clinical assignments

III. Insurance and Indemnification:

A. Facility and Hospital each warrant that they carry policies of insurance issued by insurance companies licensed to do business in the State of California OR self insure against the perils of bodily injury, personal injury, malpractice and property damage. The facility and hospital shall maintain such insurance in full force and effect during the term of this agreement.

B The "Facility" shall indemnify and hold harmless Hospital and the employees, agents and representatives from any and all claims, demands, actions, liability, and loss or injury caused by the negligence or wrongful acts or omissions of its employees, officers, volunteers, or servants, whether or not compensated by the Facility, occurring in the performance of this agreement.

C. The Hospital shall indemnify and hold harmless the "Facility" and

its employees, agents and representatives from any and all claims, demands, actions, liability and loss or injury caused by the negligence or wrongful acts or omissions of its employees, officers, volunteers, or servants, whether or not compensated by the Hospital, occurring in the performance of this agreement.

D. Hospital dietetic interns shall not be deemed employees of "Facility" for clinical experience in the Hospitals dietetic internship program.

IV. Termination:

This agreement shall become effective on May 1, 1981 and shall continue for an indefinite period, provided; however, it may be terminated at anytime upon giving thirty (30) days advance written notice of termination to the other party. Either party may terminate this agreement for breach of the terms of this agreement by the other party if the defaulting party fails to correct the breach within ten days of the giving of written notice thereof.

V. THIS AGREEMENT may at anytime be altered, changed, or amended by mutual agreement of the parties in writing.

VI. Notices: Any notices required or authorized by this agreement shall be in writing and deemed given when sent by U. S. mail addressed as follows:

Administrator
Eskaton American River Healthcare Center
4747 Engle Road
Carmichael, California 95608

Administrator
Yolo General Hospital
170 W. Beamer Street
Woodland, CA. 95695

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties, hereto, the day and year first above written.

ESKATON

By _____
Dallas L. Gladson, President

ATTEST:
PETER McNAMEE, CLERK

BY _____
DEPUTY

COUNTY OF YOLO, a political subdivision of the State of California

By _____
Twyla J. Thompson, Chairman of the Board of Supervisors

3/2

YOLO COUNTY AGREEMENT NO. 80-206

"CR" Contract No. 151

FILED

NOV 10 1980

PETER McNAMEE, Clerk

By

JUVENILE/CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 1980, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

   (a) A Juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and

   (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 (juvenile) or Section 1731.6 (adult) of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $1,817.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

7. Notwithstanding the provisions of Item 1., Subdivision(a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed $25,978.00.

9. This agreement may be amended upon mutual agreement by the parties hereto in writing and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsbourgh Drive
Sacramento, California 95823

11. The period of this Agreement is from July 1, 1980 to June 30, 1981 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By Eugene Moore

Title Chief
Div. of Administrative Services

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By Tomiko Y. Thompson
CHAIRMAN

Title BOARD OF SUPERVISORS

P.O. BOX 1098
Address

Woodland CA
City State

95695
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 409.

APPROVED
Department of General Services

Bureau Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FORM POLICY BUDGET
Department of General Services
APPROVED
AUG 19 1980
BY
Asst. Chief Counsel

APPROVED AS TO FORM
CHARLES R. MARK
COUNTY COUNSEL
BY Elizabeth A. Kelly
DEPUTY COUNTY COUNSEL

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

BK

YOLO COUNTY AGREEMENT NO. 80-207

"Z" Contract No. 188

FILED

JUL 29 1980

PETER McNAMEE, Clerk

By Deborah Schuckhardt DEPUTY

AGREEMENT FOR OBSERVATION AND
TEMPORARY DETENTION IN FACILITIES OF
THE DEPARTMENT OF THE YOUTH AUTHORITY
(Juvenile Court Wards)

THIS AGREEMENT, made and entered into this 1st day of July, 1980, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide temporary detention and observation of selected cases assigned by the Court to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

   (a) A minor has been determined by the Juvenile Court of said COUNTY to be a person described by Section 602, Welfare and Institutions Code, and is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation as can be made by the Youth Authority, and

   (c) said Court order that such a minor be placed temporarily in the confinement of the Department of the Youth Authority for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its observations and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such temporary detention and observation and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the

referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide temporary detention and observation for such accepted persons for a period not to exceed 90 days. The Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court such observations and recommendations concerning minor's future care, supervision, and treatment. This agreement is limited to such cases deemed by the Court to require observation, study, and temporary detention for preparation of an appropriate diagnostic report. The acceptance of such cases are subject to the availability of beds and the personal approval of the Director of the Youth Authority upon request of the Juvenile Court Judge or Chief Probation Officer only.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $2,022.00 for each case studied, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred.

7. The total amount of this agreement shall not exceed ~~$25,000.~~ $2,022.00.

EAM
initial

8. This Agreement may be amended upon mutual agreement by the parties hereto in writing and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billings.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsbourgh Drive
Sacramento, California 95823

10. The period of this Agreement is from July 1, 1980 to June 30, 1981, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By Eugenia Morse

Title Chief
Division of Administrative Services

4241 Williamsbourgh Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

By Linda J. Thompson

Title CHAIRMAN
BOARD OF SUPERVISORS

P.O. BOX 1098
Address

Woodland CA
City State

95695
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 408.

DGS Approval not Required
Per SAM Section 1203
DYA Appd. 4-22-80

Acting Bureau Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

78B-1075B

APPROVED AS TO FORM
CHARLES R. MINOR
COUNTY COUNSEL

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

COUNTY OF YOLO

P.C. 947

Reg.# 8000-5312

BK.

Subgrant Signature Sheet

RECEIVED JUL 24 1980

Title III HIRE II

Agreement/ Subgrant No. 30-208

| Grantor (PRIME SPONSOR) | Subgrantee |
|---|---|
| COUNTY OF YOLO, a political subdivision of the State of California | State of California Employment Development |

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California Employment Development Department hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

| | |
|---|---|
| Program | : EDD HIRE II OJT Program for Veterans |
| Mailing Address | : 114 W. Main Street |
| City | : Woodland, CA 95695 Phone: 662-8681 |
| Program Director: | Roger Baldwin |

JUL 28 1980

PETER McNAMEE, Clerk

By _____ DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on June 1, 1980.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $23,552.

| Approved for the SUBGRANTEE | Approved by the GRANTOR (PRIME SPONSOR) |
|---|---|
| By Signature | By Signature X Twyla J. Thompson |
| Name and Title: DAVID NADELIS, Administrator, Northern Region | Date |
| Name and Title: Twyla J. Thompson, Chairman, Yolo County Board of Supervisors | Date: JUL 8 1980 |

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of June, 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the State of California Employment Development Department hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California Employment Development Department is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Description

(g) Enrollment and Termination Plan

(h) Operating Budget

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin June 1, 1980, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 23,552, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANTE at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination

that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICER'S determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 107(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER'S initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER'S final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That USBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as

an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or pensalties arising or levied by reason of the

employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that USBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrator Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE then (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

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(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetale for implementing the specific directions for reporting to PRIME SPNSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE Pursuant to this Agreement shall be governed by the provisions of 41 CRF 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA acitivities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be

submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt

thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPNSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free

license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written apporval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D OR VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than above plicy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, mother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

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(b) The term "administrative capacity" includes those persons who have over-all administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR §676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

(a) All employees of SUBGRANTEE are covered by Hartford Accident and

Indemnity Company Bond No. 5002495 in the amount $50,000.00 per employee per loss with a deductible of $2,500.00.

(b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for worker's compensation insurance pursuant to agreement with the California Worker's Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code".

(b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set

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forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT NO. 80-208 .

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CRF Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

**Twyla J. Thompson, Chairman**
Yolo County Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Fred N Bentz Jr
(Signature of Authorized Officer)

DAVID HAMMER
Administrator
Northern Region
(Title of Authorized Officer)

July 21 1980
(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

DAVID MADELIE
Administrator
Northern Region

Name of Subgrantee

Fred M Deutsch Jr

Authorized Signature

July 21, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For progr[illegible] of public service employment [illegible]er CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

July 21 19 80
(Date)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Title of Authorized Officer)

FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

Fred M. Beutler for David Dobelle
AUTHORIZED SIGNATURE

July 21, 1980
DATE

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

DAVID [illegible]
Administrator
Northern Region

Name of Subgrantee

Authorized Signature

July 21, 1980
Date

CONTRACT NARRATIVE

PROGRAM DESCRIPTION

This contract will provide a HIRE II (Help through Industry Retraining and Employment) employer-reimbursable on-the-job training program to veterans in Yolo County. The contract amount of $23,552 will be administered by the Employment Development Department, Woodland Office, who will have the responsibility for the following activities:

- Outreach, recruitment, and selection of applicants for referral to selected employers;
- Job Development and OJT contract negotiations with employers in Yolo County;
- Participant pre-entry, program, and follow-up vocational counseling;
- Fiscal activities related to contract reimbursement to employers and claim preparation;
- Participant and contract development reporting to the Prime Sponsor

The goal of this program will be to place twenty (20) persons into the private industry through the JT activity before September 30, 1980. Special effort will be made to provide participants with the skills and abilities that will be acceptable for permanent employment in the training firm.

PROGRAM PERFORMANCE GOALS

The performance objectives of this program are:

1. To enroll twenty (20) persons into a carefully selected on-the-job training position;
2. To provide indirect placement termination to at least 74% of the total program participants.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III HIRE II

| Program: EDD HIRE II | [X] Original | [ ] Revision # |
|---|---|---|
| Fiscal Year: 1980 | Date: 6-1-80 | Annual Plan Mod. # 006 |

| ENROLLMENTS AND TERMINATIONS | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A. Total Cumulative Enrollments | | | | | | | | | 5 | 15 | 20 | 20 |
| B. Total Enrollments by Month..... | | | | | | | | | 5 | 10 | 5 | 0 |
| 1. New Enrollment..... | | | | | | | | | 5 | 10 | 5 | 0 |
| 2. Title and Subpart Transfers.... | | | | | | | | | | | | |
| 3. Carried Over Last Year..... | | | | | | | | | | | | |
| 4. Intratitle (Another Activity).. | | | | | | | | | | | | |
| C. Total Cumulative Terminations | | | | | | | | | 0 | 2 | 4 | 20 |
| D. Total Terminations by Month..... | | | | | | | | | 0 | 2 | 2 | 16 |
| 1. Entering Employment..... | | | | | | | | | | 1 | 1 | 15 |
| a. Direct Prime..... | | | | | | | | | | | | |
| b. Direct ES..... | | | | | | | | | | | | |
| c. Indirect..... | | | | | | | | | | 1 | 1 | 15 |
| d. Indirect (Other)..... | | | | | | | | | | | | |
| 2. Title and Subpart Transfers.... | | | | | | | | | | | | |
| 3. Additional Positive..... | | | | | | | | | | | | |
| a. School..... | | | | | | | | | | | | |
| b. Other Manpower..... | | | | | | | | | | | | |
| c. Non-placement Objective Completed..... | | | | | | | | | | | | |
| 4. Other..... | | | | | | | | | | 1 | 1 | 1 |
| 5. Intratitle..... | | | | | | | | | | | | |
| E. CURRENT ENROLLMENT (A-D) | | | | | | | | | 5 | 13 | 16 | 0 |

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: HIRE II CONTRACT NO.

[X] ORGINAL [ ] REVISION NO. DATE June 20, 1980

Subgrantee Name and Address:
Employment Development Department
114 W. Main Street
Woodland, CA 95695

Contact Person: Roger Baldwin
Phone 662-8681
Period: From June 1, 1980 To Sept. 30, 1980
Program Name: HIRE II OJT

| MONTH | ACTIVITY | | | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| | ADMIN. | CRT | OJT | WEX | SERVICE | PSE | CEEX | OTHER | |
| OCT. | | | | | | | | | |
| NOV. | | | | | | | | | |
| DEC. | | | | | | | | | |
| JAN. | | | | | | | | | |
| FEB. | | | | | | | | | |
| MAR. | | | | | | | | | |
| APR. | | | | | | | | | |
| MAY | | | | | | | | | |
| JUNE | 101 | | 1,699 | | | | | | 1,800 |
| JULY | 213 | | 6,089 | | | | | | 6,302 |
| AUG. | 226 | | 7,602 | | | | | | 7,828 |
| SEPT. | 224 | | 7,398 | | | | | | 7,622 |
| TOTAL | 764 | | 22,788 | | | | | | 23,552 |

| MONTH | COST CATEGORY | | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | ADMIN. | ALLOW. | WAGES | FRINGES | TRAINING | SERVICES | WORKSITE SUPV. | |
| OCT. | | | | | | | | |
| NOV. | | | | | | | | |
| DEC. | | | | | | | | |
| JAN. | | | | | | | | |
| FEB. | | | | | | | | |
| MAR. | | | | | | | | |
| APR. | | | | | | | | |
| MAY | | | | | | | | |
| JUNE | 101 | | | | 1,000 | 699 | | 1,800 |
| JULY | 213 | | | | 4,280 | 1,809 | | 6,302 |
| AUG. | 226 | | | | 5,896 | 1,706 | | 7,828 |
| SEPT. | 224 | | | | 6,281 | 1,117 | | 7,622 |
| TOTAL | 764 | | | | 17,457 | 5,331 | | 23,552 |

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

DAVID MARTIN
Administrator
Northern Region
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date

YC 105 (10-79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Woodland EDD

| ADMINISTRATIVE SUBGRANTEE | TOTAL | OCT | NOV | DEC | JAN |
|---|---|---|---|---|---|
| INDIRECT COST | 116 | | | | |
| SALARIES & WAGES | 263 | | | | |
| FRINGE BENEFITS | 125 | | | | |
| FICA | 23 | | | | |
| Workers' Compensation | 3 | | | | |
| Retirement | 72 | | | | |
| Health & Life Insurance | 22 | | | | |
| Unemployment Compensation Ins. | 4 | | | | |
| Disability Tax | 1 | | | | |
| TRAVEL | | | | | |
| Mileage Reimbursement | | | | | |
| Out-of-Town Travel | | | | | |
| CONSULTANT & PROFESSIONAL SERVICES | 234 | | | | |
| Bookkeeping | 234 | | | | |
| Legal | | | | | |
| Program Tech. Assist. | | | | | |
| SPACE COST | 8 | | | | |
| Rental of Land & Buildings | 8 | | | | |
| Utilities | | | | | |
| Janitorial Services | | | | | |
| Repairs to Buildings | | | | | |
| CONSUMABLE SUPPLIES | 4 | | | | |
| Office Supplies | 4 | | | | |
| Cleaning & Janitorial Supplies | | | | | |
| COMMUNICATION COST | 12 | | | | |
| Telephone & Telegraph | 12 | | | | |
| Postage | | | | | |
| OTHER COST | | | | | |
| Photocopy & Xerox | | | | | |
| Rental - Office Equipment | | | | | |
| Maintenance & Repair -Equipment | | | | | |
| Fid. & Gen. Insurance | | | | | |
| Misc. Expenses | | | | | |
| EQUIPMENT | 2 | | | | |
| Office Equipment | 2 | | | | |
| Office Furniture & Fix. | | | | | |
| TOTAL | 764 | | | | |

(...ATIVE BUDGET SHEET)

OPERATING BUDGET

CONTRACT NO.

SUBCONTRACTEE'S NAME AND ADDRESS

Woodlan... CDD

| FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT |
|---|---|---|---|---|---|---|---|
| | | | | 18 | 33 | 33 | 32 |
| | | | | 40 | 75 | 74 | 74 |
| | | | | 17 | 38 | 36 | 34 |
| | | | | 3 | 7 | 7 | 6 |
| | | | | 0 | 1 | 1 | 1 |
| | | | | 10 | 21 | 21 | 20 |
| | | | | 3 | 7 | 6 | 6 |
| | | | | 1 | 1 | 1 | 1 |
| | | | | 0 | 1 | 0 | 0 |
| | | | | | | | |
| | | | | | | | |
| | | | | 23 | 58 | 76 | 77 |
| | | | | 23 | 58 | 76 | 77 |
| | | | | | | | |
| | | | | 1 | 3 | 2 | 2 |
| | | | | 1 | 3 | 2 | 2 |
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| | | | | 1 | 1 | 1 | 1 |
| | | | | 1 | 1 | 1 | 1 |
| | | | | | | | |
| | | | | 1 | 4 | 4 | 3 |
| | | | | 1 | 4 | 4 | 3 |
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| | | | | | | | |
| | | | | 0 | 1 | 0 | 1 |
| | | | | 0 | 1 | 0 | 1 |
| | | | | | | | |
| | | | | 101 | 213 | 225 | 224 |

SUBGRANTEE'S NAME AND ADDRESS

Woodland EDD

OPERATING BUDGET

CONTRACT NO. _____

| ON-THE-JOB TRAINING | TOTAL | OCT | NOV | DEC | JAN |
|---|---|---|---|---|---|
| PARTICIPANT WAGES | | | | | |
| FRINGE BENEFITS | | | | | |
| F.I.C.A. | | | | | |
| Workers' Comp. Ins. | | | | | |
| P.S.E. (Uniforms, Supplies, etc.) | | | | | |
| Other | | | | | |
| TRAINING | | | | | |
| Staff Salaries | | | | | |
| Staff Fringe Benefits | | | | | |
| Staff Travel | | | | | |
| Special Program Tech. Assist. | | | | | |
| Subcontractor Training Cost | 17457 | | | | |
| Classroom Space Cost | | | | | |
| Supplies | | | | | |
| Telephone | | | | | |
| Books & Educational Aids | | | | | |
| Tuition & Ent. Fees | | | | | |
| Rental - Equipment | | | | | |
| Office Equipment | | | | | |
| Training Equipment | | | | | |
| Uncl. Training Cost | | | | | |
| SERVICES | 5331 | | | | |
| Staff Salaries | 3600 | | | | |
| Staff Fringe Benefits | 1189 | | | | |
| Staff Travel | 291 | | | | |
| Special Program Tech. Assist. | | | | | |
| Space Cost | 78 | | | | |
| Supplies | 42 | | | | |
| Telephone | 111 | | | | |
| Transportation | | | | | |
| Child Care | | | | | |
| Medical Assist. | | | | | |
| Rent Assist. | | | | | |
| Bonding Assist. | | | | | |
| Rental Equipment | | | | | |
| Office Equipment | 20 | | | | |
| Uncl. Services Cost | | | | | |
| TOTAL NON-ADMINISTRATIVE COST | 22788 | | | | |
| ADMINISTRATIVE COST | 764 | | | | |
| TOTAL - ON-THE-JOB TRAINING | 23552 | | | | |

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

Woodland EDD

| FEE | MAR | APR | MAY | JUNE | JULY | AUG | SEPT |
|---|---|---|---|---|---|---|---|
| | | | | 1000 | 4280 | 5896 | 6281 |
| | | | | 699 | 1809 | 1706 | 1117 |
| | | | | 468 | 1224 | 1152 | 756 |
| | | | | 161 | 404 | 381 | 243 |
| | | | | 37 | 99 | 93 | 62 |
| | | | | 10 | 27 | 25 | 16 |
| | | | | 6 | 14 | 13 | 9 |
| | | | | 14 | 34 | 36 | 27 |
| | | | | 3 | 7 | 6 | 4 |
| | | | | 1699 | 6089 | 7602 | 7398 |
| | | | | 101 | 213 | 226 | 224 |
| | | | | 1800 | 6302 | 7828 | 7622 |

YC 104c (rev. 10/78)

SUBGRANTEE NAME AND ADDRESS
Woodland EDD

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Travel Schedule

Period From _____ To _____ Contract No. ____

| POSITION OF TRAVELING STAFF | MILEAGE REIMBURSEMENTS | | | | | OUT OF TOWN (ADMIN.) | | | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|
| | MILES PER TRIP | NO. OF MOS | COST PER MILE | TOTAL ADMIN | TOTAL NON-ADMIN | PROJ. NO. OF TRIPS | COST PER TRIP | TOTAL | ADMIN. | N |
| Employment Development Officer II | 105 | 15 | .185 | | 291 | | | | | |
| | | | | | | | | | | |
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| TOTALS | | | | | | | | | | |

- 1 -

Woodland EDD

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No.

CETA OPERATING BUDGET

Title/Subtitle

Positions and Salaries Schedule

Period From To

Phone

| POSITION/TITLE | MONTH. SALARY RATE | % OF TIME | NO OF MOS. | AMOUNT | VACA-TION | TOTAL AMOUNT | | | DISTRIBUTION OF NON-ADMINISTRATIVE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | TOTAL | ADMIN. | NON-ADMIN. | CLASS. TRNG. | OJT. | WORK EXP. | SERVICE /CLIENT | OTHER ACT. |
| EFR II | 2078 | .53 | 3.5 | 3863 | | | 263 | 3600 | | | | | |
| TOTAL | | | | 3863 | | | 263 | 3600 | | | | | |

State of California

BK

CETA VI 1 (5-79)
2 originals
6 copies

# YOLO COUNTY AGREEMENT NO. 80-209

## Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act of 1978
(P.L. 95-524, Section 204)

Sacramento Education - CETA
Sacramento

1. Prime sponsor:

Yolo County Manpower Division
500 First Street
Woodland, CA 95695

2. Nonfinancial agreement number

| 8 | 0 | 0 | 3 | 8 | 5 | 7 | 9 | 9 | 9 | 8 | 5 | 9 | 9 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Modification number: Three

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Robin S. Rutherford or Cathie Wicks

Manpower Planning Coordinator (916) 666-8593
Title Phone number

4. Period covered by agreement:

10/01/79 through 09/30/80

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) Yolo County
This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

Per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

| Cost category | Code | Estimated costs: Prior | Modification (+ or −) | New |
|---|---|---|---|---|
| Administration | 306 | ₿ | | ₿ |
| Training | 307 | 69,584 | +26,384 | 95,968 |
| Allowances | 308 | ₿ | | |
| Services | 309 | ₿ | | |
| TOTAL | | 69,584 | +26,384 | 95,968 |

JUL 30 1980

LEE McDANIEL, Clerk
By Lorene Shipley Deputy

7. Approval by prime sponsor

Signature: [signature]
Name and title: Yolo County Board of Supervisors, Chairman
Date: JUL 8 1980

8. Approval by State Board of Education

Signature: [signature]
Name and title:
Date: JUL 23 1980

See reverse side of this page for instructions

STATE OF CALIFORNIA

# Program Planning and Budget Information Summaries
## Special Grant–Vocational Education
Under the
Comprehensive Employment Training Act of 1978
(PL 95-524, Section 204)

CETA VE-2 (5-79)
2 originals
5 copies

Prime sponsor: Yolo County

Contact person: Robin S. Rutherford or Cathie Wicks

Phone: (916) 666-8593

Nonfinancial agreement number: 8 0 0 3 8 5 7 9 9 9 8 5 9 9 0

Modification number: Three

## I. Program Planning Summary

| Vocational education enrollment transactions | Number of participants, cumulative by quarter, fiscal year-to-date | | | |
|---|---|---|---|---|
| | 12/31/ (a) | 3/31/ (b) | 6/30/ (c) | 9/30/ (d) |
| A. Total participants (Sum of A.1 and A.2) | 32 | 54 | 82 | 109 |
| 1. New participants | 22 | 44 | 72 | 99 |
| 2. Participants carried over from previous fiscal year | 10 | 10 | 10 | 10 |
| B. Total terminations (Sum of B.1 through B.4) | 11 | 23 | 44 | 82 |
| 1. Entered employment | 9 | 17 | 36 | 68 |
| 2. Additional positive terminations | 1 | 3 | 4 | 7 |
| 3. Transfer to regular CETA | 0 | 0 | 0 | 0 |
| 4. Other terminations | 1 | 3 | 4 | 7 |
| C. Planned participants (End of Quarter) (A minus B) | 21 | 31 | 38 | 27 |

## II. Budget Information Summary

| Cost categories | Code | Funds available | | | Planned expenditures, this fiscal year (d) | Estimated unexpended funds, end of fiscal year (c – d) (e) |
|---|---|---|---|---|---|---|
| | | Carry-in from previous fiscal year (a) | New funds, current fiscal year (b) | Total (a + b) (c) | | |
| A. Administration | 306 | | | | | |
| B. Training | 307 | | | | ~~95,968~~ 69,678 | |
| C. Allowances | 308 | | | | | |
| D. Services | 309 | | | | | |
| E. Total | | 14,834 ✓ | 81,134 | 95,968 | 69,678 ~~95,968~~ | 26,290 |

## III. Cumulative Quarterly Projections of Commitments and Expenditures

| Activities | | Amount projected, fiscal year to date | | | |
|---|---|---|---|---|---|
| | | 12/31/ (a) | 3/31/ (b) | 6/30/ (c) | 9/30/ (d) |
| A. Total vocational education funds committed | | 44,003 | 54,750 | 69,584 | 95,968 |
| B. Total projected vocational education expenditures (Item B.1 plus item B.2) | | 7,481 | 24,090 | 46,837 | 69,678 |
| Projected expenditures for classroom training | 317 | 7,481 | 24,090 | 46,837 | 69,678 |
| Projected expenditures for services to participants | 318 | -- | -- | -- | -- |

178-209 O - 81 - 3 (41) 5-74-300

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

2.3

BUDGET SUMMARY OF ALL ACTIVITIES

| Deliverer of Services | Activity | Partic-ipants | Admin. | Training | Allow. | Serv. | Total | Remarks |
|---|---|---|---|---|---|---|---|---|
| Yolo County Superintendent of School | Clerical Training | 35 | 0 | 10,171 | 0 | 0 | 0 | Local intensive training in clerical skills will be provided at an adult Yolo site. |
| Various | Individual Referral | 74 | 0 | 59,507 ~~85,797~~ | 0 | 0 | 0 | Various educational institutions will be selected to provide training that is matched to the participants occupational goals. |

State of California

BK

CETA-VE-1 (1-80)
2 originals
5 copies

RECEIVED
JUL 10 1980
Vocational Education – CETA
Sacramento

AGREEMENT NO. 80-210

# Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act of 1978
(P.L. 95-524, Section 204)

FILED
JUN 23 1981
PETER McNAMEE, Clerk
By Anna M Galvan DEPUTY

1. Prime sponsor:

Yolo County Manpower Division
500 First Street
Woodland, CA 95695

2. Nonfinancial agreement number

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | 0 | 3 | 8 | 5 | 7 | 9 | 9 | 9 | 8 | 5 | 9 | 9 | 0 | |

Modification number

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Robin S. Rutherford or Cathie Wicks

Manpower Coordinator (916) 666-8593
Title Phone number

4. Period covered by agreement:

10-1-80 through 9-30-81

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) Yolo County

This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

| Cost category | Code | Estimated costs FY '80 ~~Prior~~ | Modification (+ or –) | New |
|---|---|---|---|---|
| Administration | 306 | | | |
| Training | 307 | 26,290 | | 83,649 ~~57,359~~ |
| Allowances | 308 | | | |
| Services | 309 | | | |
| TOTAL | | 26,290 | | 83,649 ~~57,359~~ |

7. Approval by prime sponsor

Signature: Sandra J. Thomson (SEAL)

Name and title: Sandra J. Thomson, Chairman
Yolo County Board of Supervisors

Date: JUL 8 1980

8. Approval by State Board of Education

Signature: Russell Tibbetts

Name and title: RUSSELL TIBBETTS, Program Supervisor

Date: SEP 12 1980

*See reverse side of this page for instructions*

STATE OF CALIFORNIA

# Program Planning and Budget Information Summaries
## Special Grant–Vocational Education
Under the
Comprehensive Employment Training Act of 1978
(PL 95-524, Section 204)

CETA-VE-2 (9-79)
2 originals
5 copies

Prime sponsor: Yolo County Manpower Division

Nonfinancial agreement number

Contact person: Robin S. Rutherford

Modification number

Phone: (916 666-8593

## I. Program Planning Summary

| Vocational education enrollment transactions | Number of participants, cumulative by quarter, fiscal year-to-date | | | |
|---|---|---|---|---|
| | 12/31/ (a) | 3/31/ (b) | 6/30/ (c) | 9/30/ (d) |
| A. Total participants (Sum of A.1 and A.2) | 44 | 60 | 76 | 76 |
| 1. New participants | 17 | 33 | 49 | 49 |
| 2. Participants carried over from previous fiscal year | 27 | 27 | 27 | 27 |
| B. Total terminations (Sum of B.1 through B.4) | 13 | 35 | 52 | 68 |
| 1. Entered employment | 6 | 17 | 26 | 34 |
| 2. Additional positive terminations | 1 | 3 | 5 | 6 |
| 3. Transfer to regular CETA | 4 | 11 | 16 | 21 |
| 4. Other terminations | 2 | 4 | 5 | 7 |
| C. Planned participants (End of Quarter) (A minus B) | 31 | 25 | 24 | 8 |

## II. Budget Information Summary

| Cost categories | Code | Funds available | | | Planned expenditures, this fiscal year (d) | Estimated unexpended funds, end of fiscal year (c – d) (e) |
|---|---|---|---|---|---|---|
| | | Carry-in from previous fiscal year (a) | New funds, current fiscal year (b) | Total (a + b) (c) | | |
| A. Administration | 306 | | | | | |
| B. Training | 307 | 26,290 | 57,359 | 83,649 | 83,649 | -0- |
| C. Allowances | 308 | | | | | |
| D. Services | 309 | | | | | |
| E. Total | | 26,290 | 57,359 | 83,649 | 83,649 | -0- |

## III. Cumulative Quarterly Projections of Commitments and Expenditures

| Activities | | Amount projected, fiscal year to date | | | |
|---|---|---|---|---|---|
| | | 12/31/ (a) | 3/31/ (b) | 6/30/ (c) | 9/30/ (d) |
| A. Total vocational education funds committed | | 48,430 | 66,040 | 83,649 | 83,649 |
| B. Total projected vocational education expenditures (Item B.1 plus item B.2) | | | | | |
| Projected expenditures for classroom training | 317 | 25,094 | 46,007 | 66,920 | 83,649 |
| Projected expenditures for services to participants | 318 | | | | |

2. For each recommended or prospective Deliverer of Services, describe the following:

2.1 The training activities to be provided by each Deliverer of Services.

2.2 The service activities to be provided by each Deliverer of Services.

Include any Deliverer of Services who will have an activity funded through the Governor's special grant for vocational education.

The Prime Sponsor will provide all activities and services through referral to educational institutions. Under this arrangement, various educational insitutions will be selected to provide training that is matched to the participant's occupational goals.

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

BUDGET SUMMARY OF ALL ACTIVITIES

2.3

| Deliverer of Services | Activity | Partic-ipants | Admin. | Training | Allow. | Serv. | Total | Remarks |
|---|---|---|---|---|---|---|---|---|
| Yolo County Manpower Division | Individual Referral | 76 | | 83,649 | | | | Various educational institutions will be selected to provide training that is matched to the participants's occupational goals. |

State of California

(Tentative)
CETA-VE-3
(5-79)
8 Copies

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

A detailed explanation of the following five areas will be developed by the prime sponsor for the expenditure of the Governor's Vocational Education funds available for the prime sponsor's area.

- Needs and objectives for vocational education training and services activities.
- Vocational education training and services activities to be provided.
- Results and/or benefits expected from the vocational education training and services activities.
- Linkages provided by the prime sponsor, sub-grantee or other agencies with the program training and services activities.
- Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The spaces provided should be adequate to provide the basic information required. Extra pages may be added if necessary to complete the information.

1.1 How was the need for vocational education training and/or services established?

Include evidence that there is reasonable expectation of employment in the occupations for which the participants are to be trained.

The need for vocational education training was established through a planning process which analyzed the demand and estimated the supply of skilled workers by occupation and industry. Data to accomplish this task was provided by the Employment Development Department - Employment Data and Research Division and is summarized in the Prime Sponsor's Master Plan. Through this planning process, by occupations where there is a reasonable expectation of employment have been established and vocational training referrals will be focused on these areas.

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.

3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

The following results and benefits are expected from the program:

50% of all participants will be placed into unsubsidized employment in training related occupations.

10% of all participants will terminate for other positive reasons.

30% of all participants will enter other CETA activities in order to gain needed work experience that will then to secure and retain unsubsidized employment.

10% of all participants will terminate for other reasons.

Goals for service to significant segments will parallel those for the overall CETA program in Yolo County:

| | | | | | |
|---|---|---|---|---|---|
| White | 61% | 16 - 19 | 23% | Male | 45% |
| Black | 4% | 20 - 21 | 12% | Female | 55% |
| Hispanic | 30% | 22 - 44 | 50% | | |
| American Indian | 2% | 45 - 54 | 8% | | |
| Asian | 3% | 55+ | 2% | | |

State of California

(Tentative)
CETA-VE-3
(5-79)
8 copies

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

4. Linkages of the special grant/vocational education with training and services activities with the prime sponsor and other subgrantees or agencies (e.g. recruitment, intake, referral, allowance payments, placement, counseling, etc.)

4.1 What agency will be responsible for intake and enrollment and how will intake and enrollment be conducted?

The Prime Sponsor will be solely responsible for intake and enrollment. These activities will be conducted by the Participant Services Branch of the Manpower Division. Methods of intake and enrollment are explained in detail in the Prime Sponsor's Master Plan.

4.2 What agency will be responsible for the payment of allowances? (If this activity is funded with special grant/vocational education funds briefly describe the payment system, criteria under which State Board of Education agreed to pay allowances from special grant/vocational education funds. Prime Sponsor Comprehensive Plan must be submitted.) List of Deliverers of Service to be monitored.

The Prime Sponsor is responsible for the payment for all wages and allowances. The participant payment system is operated by the Bank of America through a contract with the Manpower Division. The use of vocational education funds for payment of allowances is not anticipated.

4.3 What agency will be responsible for placement?

The Prime Sponsor, as a direct operator of most programs under Title IIB, will be responsible for placement of participants.

4.4 Explain how the Quarterly List of Participants will be reported to the Manpower Education Section.

The Management Information System of the Prime Sponsor will generate all required reports. Information will be tabulated from intake and enrollment forms completed by the Prime Sponsor Intake System.

4.5 Provide assurance that all enrollees in the special grant/vocational education program will be prime sponsor's CETA participants.

All participants will receive allowances and services under Title IIB, and will therefore be Prime Sponsor CETA participants.

4.6 Provide justification if non-positive termination rates (Part I of CETA-VE-2) exceeds 20%.

The non-positive termination rate will not exceed 20%.

4.7 Provide an explanation of how special grant/vocational education training and services are being coordinated with the prime sponsor's other CETA activities.

Prime Sponsor CETA activities will be coordinated by the Participant Service Branch. Through this referral system participants services and activities may be provided to any one participant either concurrently or sequentially. For example, 30% of enrollments into vocational education - CETA activities are planned to transferred into other CETA activities upon completion of training.

5. Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The Prime Sponsor will judge the effectiveness of training and services through ongoing monitoring, followup, and evaluation. Standards will include program performance, training related placements, wage gain, and job retention.

6. List of all equipment having an acquisition cost of $1,000 or over to be purchased for vocational education training and/or services. Identify activities in which equipment will be used.

No queipment needs over $1,000 are anticipated.

FILED Book

RECEIVED JUL 14 1980

JUL 15 1980

PETER McNAMEE, Clerk
By Rubie Williams
DEPUTY

YOLO COUNTY AGREEMENT NO. 80-211

This Agreement is entered into between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as the Prime Sponsor), and the Woodland Office of the State of California's Employment Development Department (hereinafter referred to as EDD), this 8th day of July 1980 in the City of Woodland, County of Yolo.

The purpose of this Agreement is to establish a coordinated effort between the parties, and to delineate the responsibilities of the parties in the delivery of local manpower services. This Agreement is developed consistent with and subject to the requirements of 20 Code of Federal Regulations Section 676.23(f).

This Agreement may be modified at any time upon the mutual agreement of both parties. This Agreement shall remain in effect until a cancellation is mutually agreed to, or upon 30 days written notice by either party.

Prime Sponsor and EDD agree to the following:

A. COORDINATION OF PRIME SPONSOR ACTIVITIES WITH THOSE FUNDED UNDER THE WAGNER-PEYSER ACT

1. EDD will serve the entire spectrum of the unemployed or the employed seeking career change. Prime Sponsor will limit itself to the persons eligible under the Comprehensive Employment and Training Act.

2. Both parties understand that there exist three areas of duplication which are justifiable and necessary given the differences in program/service approach and/or materials utilized. These three areas are:

   a. Vocational Testing
   b. Job Search Workshops; and
   c. Direct Referral and Placement

3. Both parties agree to coordinate activities and efforts for the economically disadvantaged through coordination

between the Employment Counselors of the Prime Sponsor's Participant Services Branch and the Vocational Counselors of EDD's Woodland Office.

B. TARGETED JOBS TAX CREDIT

1. EDD will be the certifying agency for the Targeted Jobs Tax Credit (TJTC) program through a non-financial agreement.

2. EDD will also be responsible for TJTC referral and public relations.

3. The Prime Sponsor will provide EDD assistance in TJTC eligibility determination for selected target groups, via a financial agreement.

4. The Prime Sponsor Participant Services Branch (PSB) will coordinate with EDD to provide TJTC vouchers for CETA participants who are completing existing training activities.

C. CROSS AGENCY COORDINATION AND REFERRAL

1. The Prime Sponsor will refer all CETA applicants found ineligible and/or job ready to EDD for placement.

2. EDD will refer to the Prime Sponsor all clients who are not job ready, and/or who are determined to be in need of job search skills, for possible placement into appropriate CETA activities and services. The Prime Sponsor will designate, in writing, a staff member to be the contact point for EDD referrals. This designation shall be made within 5 working days from the date that this Agreement takes effect. The designation shall include the name, title and phone number of the person(s) to be utilized by EDD as the point of referral contact. The Prime Sponsor shall notify EDD of any change of the referral contact person within 5 working days of the change.

U. I. VERIFICATION

1. At the point of enrollment into a CETA program the Prime Sponsor Intake Supervisor will initiate a request to EDD

for data as to the status of CETA participants receiving Unemployment Insurance benefits. This request shall be for all CETA participants enrolled into activities for which they receive allowance payments. This mechanism for U. I. verification will be the responsibility of the Intake Supervisor whose name and phone number will be provided to EDD in writing, by the Prime Sponsor, within 5 days of the date that this Agreement takes effect. The Prime Sponsor shall notify EDD of any change in the name and phone number of the Intake Supervisor within 5 days of the change.

2. EDD shall respond to each request, in writing, within one week of its receipt, informing the Prime Sponsor Intake Supervisor of the participants' current U. I. benefit status through the return of U. I. Verification Request Form (Attachment I). These verification responses will be the responsibility of an individual(s) to be named in writing by EDD, and submitted to the Prime Sponsor within 5 working days from the date this Agreement takes effect. This writing shall include the name, title and phone number of the person(s) to be the U. I. verification contact person. EDD will notify the Prime Sponsor of any change in the contact person within 5 days of the change.

PUBLIC SERVICE EMPLOYMENT (PSE)

1. EDD will be provided job descriptions of available PSE positions within 24 hours of the time they open for recruitment.

2. EDD will refer all eligible persons interested in that position to the Prime Sponsor for eligibility determination and referral.

3. The Prime Sponsor will notify EDD of all referrals selected for PSE participation.

EMPLOYER CONTACTS

1. EDD and the Prime Sponsor will continue to contact employers, with the Prime Sponsor emphasizing the development of On-The-Job Training slots and coordinating education projects.

Roger Baldwin 7/11/80
(Signature) (Date)

ROGER BALDWIN
EMPLOYMENT DEVELOPMENT OFFICER
EMPLOYMENT DEVELOPMENT DEPARTMENT

X Twyla J Thompson JUL 8 1980
(Signature) (Date)

TWYLA THOMPSON
CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

OFFICE OF COUNTY ADMINISTRATOR
Manpower Division • 500 First Street

# COUNTY OF YOLO
Woodland, California 95695

## RELEASE OF INFORMATION
(Unemployment Compensation Status)

I authorize the Employment Development Department to release information to the Yolo County Manpower Administration. This information will be used to assist in the determination of allowance payments of persons participating in local CETA programs or to verify applicant/participant labor force status.

SOCIAL SECURITY NUMBER _____ SIGNATURE OF PARTICIPANT _____ DATE _____

RECEIVING UI FROM _____
(EDD OFFICE)

---

TO BE COMPLETED BY THE EMPLOYMENT DEVELOPMENT DEPARTMENT

---

The individual identified below is an applicant for program participation under the Comprehensive Employment and Training Act (CETA). The initial information provided below may be updated should the applicant begin participation in a program activity which pays allowances.

PARTICIPANT IDENTIFICATION: Name: _____

Social Security Number: ☐☐☐-☐☐-☐☐☐☐

UNEMPLOYMENT INSURANCE INFORMATION:

1. UI claim filed? Yes ☐ No ☐ Reason, if no: _____
2. UI claim valid? Yes ☐ No ☐
3. Benefit year began: _____
4. Weekly benefit amount: _____
5. Number of weeks payable remaining: _____
6. Benefits have been exhausted. Yes ☐ No ☐
7. Other: _____

_____ _____
Signature of EDD Office Representative Date

4/ROYC50-C

FILED

JUL 17 1980

ROLER MANNING, CLERK

By [illegible] DEPUTY

AGREEMENT NO. 80-212

(Physician's Assistant Services)

THIS AGREEMENT, made and entered into this 1st day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, and Gary L. McCorkle, California P.A. Certified,

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates through its Health Services Agency, Department of Public Health, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM in part requires the providing of various medical assessment treatment services performable by a Physician's Assistant to INMATES and CHARGES. COUNTY does not possess the requisite available expertise to commit to the PROGRAM.
5. THEREFORE, COUNTY desires to enter into an agreement for the rendering of the above recited medical assessment treatment services through an independent contractor, Physician's Assistant.
6. PROVIDER represents he is a State of California Certified Physician's Assistant possessing the requisite expertise to perform recited services, and has no suspensions or restrictions place on said certificate or his providing of Physician's Assitant services by the State of California, Physician's Assitant Examining Committee.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Take detailed health histories;

b. Does physican appraisals using the basic skills of palpation, percussion, and ausculation;

c. Orders X-rays and laboratory tests;

d. Takes smears and cultures;

e. Draws blood for test purposes;

f. Evaluates test results;

g. Makes assessments and clinical judgments;

h. Gives immunizations;

i. Treats common and relatively stable illnesses;

j. Recommends prescriptions to be written by a licensed prescriber;

k. Conducts physical and psychological growth and development testing;

l. Gives health instructions to patients and families;

m. Counsels patients and families regarding total health needs;

n. Refers patients to physician when PROVIDER deems appropriate or when so required by protocols established with PROVIDER'S supervising physician(s);

o. Maintains patient health records;

p. Performs other related tasks as mutually agreed upon by PROVIDER and COUNTY'S representatives;

q. Provides scheduling and clinical supervision of assigned Licensed Vocational Nurses;

r. Provides, during period of planned absence, suitable replacement approved by PROGRAM'S Physician and PROGRAMS Administrator; and

s. Performs recited services in accordance with herein described standardized procedures and diagnosis and treatment protocols when performing services within the Jail or Juvenile Hall.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S Jails and Juvenile Hall duly licensed Physicians to provide medical services and supervision and to be responsible for the quality of PROGRAM'S medical care.

b. Designate hereinafter representatives for the purpose of performing the herein described functions.

c. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

b. COUNTY'S designated representatives for day to day operations are the Physicians.

4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized procedures, attached hereto as Exhibit "A", and incorporated herein by reference hereto, governing the working relationship of PROGARM'S Physicians, Physician's Assistant and Licensed Vocational Nurses. These standardized procedures will be reviewed and modified from time to time by COUNTY'S herein designated representative after consultation with PROGARM'S Physicians. If modified this agreement need not be amended for the modified procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis and treatment protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of Physician's review and approval or modification. If modified this agreement need not be amended for the modified protocols to be fully binding

unless otherwise modified through operation of any other provision of this agreement.

6. HOURS OF OPERATION: Services hereunder are to be rendered Monday through Friday, between the hours of 7 a.m. and 5 p.m.

7. PAYMENT: COUNTY shall pay PROVIDER for services rendered hereunder the sum of Two thousand five hundred sixty-seven & 28/100 per month as compensation for services rendered. Said payment shall be made by COUNTY to PROVIDER upon PROVIDER'S submission of a monthly claim to PROGRAM'S designated representative. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all malpractice claims, liability or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain, for the duration of this agreement, malpractice insurance sufficient to cover services provided.

10. AMENDMENTS: The body of this agreement, together with exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal

understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office. It is specifically understood that COUNTY makes hereby no promises of employment to PROIVDER should an ordinance position be established and these duties allocated to it.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States Mail, postage prepared, and addressed to PROVIDER or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: The term of this agreement shall commence on July 1, 1980 and shall terminate on June 30, 1981, unless terminated sooner by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Dimple J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
CLERK

Gary J. Walters
PHYSICIAN'S ASSISTANT

APPROVED AS TO FORM
COUNTY COUNSEL

Hayden A. Holly

EXHIBIT "A"

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

| Services & Responsibilities | Physician | P.A. | H.D. Director | LVN's |
|---|---|---|---|---|
| 1. Program Administration | Consultative | Operations | Primary | --- |
| 2. Standardized Procedures | Consultative | Consultative | Primary | --- |
| 3. Diagnosis & Treatment Protocols Content | Primary | Consultative | Consultative & Program | --- |
| 4. Records | Final | Primary | Program | --- |
| 5. Diagnosis | Final | Preliminary | --- | --- |
| 6. Prescriptions | Signs all | Recommends | --- | --- |
| 7. Individual Patient Treatment Plans | Reviews on selected basis | Formulates plans | --- | --- |
| 8. Examinations | Emergency & Secondary | Primary | --- | --- |
| 9. Supervision of LVN's | --- | Full | --- | --- |
| 10. Direct Medical Care | Emergency & Secondary | Primary | --- | Scheduled Administration of medications |
| 11. Quality of Care | Primary | Secondary | Program | --- |
| 12. Medications (a) | Prescribes | Responsible for administration | --- | Administration of medications |
| Security (b) | Consultative | Primary | Program | --- |
| 13. FNP Supervision | Medical | --- | Primary | --- |

B. A. Cobb

LVN Community Practice Group

Director

Physician

Physician's Assistant

EXHIBIT "B"

Yolo County Health Department

MANUAL OF POLICIES & PROCEDURES

MEDICAL CARE FOR
COUNTY PRISONERS

## IV. DIAGNOSIS AND TREATMENT PROTOCOLS

### A. EMERGENCY MEDICAL CARE

#### 1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

a. Profuse bleeding.

b. Major injuries or burns.

c. Difficulty in breathing.

d. Cyanosis (blue color).

e. Loss of consciousness.

f. Acute abdominal or chest pain.

g. Violent uncontrollable behavior.

- Minor physical complaints and chronic conditions without acute change are not emergencies.

- When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

#### 2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

#### 3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Antiarthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous
Bronchial dilators
Cardiovascular preparations:
  Antianginal
  Antiarrhythmics
  Digitalis
  Hypotensives
  Diuretics
Contraceptives, oral
Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

| | | |
|---|---|---|
| 1. | Analgesics | 10 days |
| 2. | Narcotics | 5 days |
| 3. | Antibiotics | 10 days |
| 4. | Anticoagulants | 7 days |
| 5. | Antiemetics | 3 days |
| 6. | Sedatives and Hypnotics | 3-5 days |
| 7. | Dermatologicals | 14 days |
| 8. | Psychotherapeutics | 7 days |
| 9. | Antianemia Drugs | 30 days |
| 10. | Cardiovascular | 30 days |

D. OVER THE COUNTER DRUGS

Many minor problems can be symptomically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LVN.

* Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg ½ q.i.d.
* Neosporin or Bacitracin Ointment prn minor wound

* Coricidin Cold Tablets I q.i.d. prn cold or Coricidin D or Dimdacin for more severe symptoms

Desenex Crema or powder b.i.d. prn hot or irritated feet

* Maalox liquid 15 to 30 cc prn indigestion
* Mylanta tablets prn indigestion
* Neo-synephrine intranasal q.i.d. nasal congestion.
Solarcaine spray prn minor burns

* Tylenol 650 mg. q.i.d. prn pain or fever

Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesic 1 oz. stat constipation
Caroid Bile Salt II tabs stat constipation
Dulcolax tab ½ prn constipation when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions


1. Wound Care.....9-a

2. Acute Anxiety.....9-b

3. Herpes Simplex.....9-c

4. Heroin Withdrawal.....9-d

5. Athlete's Foot.....9-e

6. Alcoholic Withdrawal.....9-f

7. Gingivitis & Aphthous Ulcer.....9-g

8. Care of the Eye.....9-h

9. Pain or Headache.....9-j

10. Mild Asthmatic and/or Mild Allergic Reactions.....9-j

11. Cardiac Problems.....9-k

12. Gastric Distress.....9-l

13. Diarrhea & Constipation.....9-m

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections.....9-n

15. Psychotic Episode Mental Agitation, Severe Nervousness, Depression.....9-o

16. Convulsive Disorders (Epilepsy).....9-p

17. Anaphylactic Reactions.....9-q

B. TREATMENT PROTOCOLS

1. Wound Care

Definition: A break in the skin

Emergency:

Treatment:

All wounds should be washed with an antiseptic soap, green soap or phisohex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosprin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat ). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diptheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patients subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predospposing. Attempts to verbally caln the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Campho-phenique, apply topically, as needed, or

2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroids are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. p.o. prn (nervousness, tremors, or muscle cramps) for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1 week then d.c.

SINEQUAN 50-100 mg. ☆H.S. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or diarrhea

or

COMBID SPANS - ☆ b.i.d. x 4 days

SINEQUAN 25-50 mg. ☆ q.i.d. x 1 week general nervousness (short term treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palms. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Most infections are caused by Trichophyton and Epidermophyton.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.

2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permangonanate 1:10,000 (KMnO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.

2. For crusted lesions, soak in Burow's Solution of 50 ml (1 2/3 oz.) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.

3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawl symptoms usually begin within the first 96 hours after the last drink.

Treatment:

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiamine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax ± b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawals.

## 7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area, ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimudents.

2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary (½ water and ½ peroxide). OR

3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjuctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acu Glaucoma, all of which present with red eye and discharge.

| | Acute Conjunctivitis | Acute Iritis | Acute Glaucoma |
|---|---|---|---|
| Symptoms | Irritation-mild foreign body sensation | Eye ache with light sensitivity | Pain & blurred vision sometimes nausea & vomiting |
| Vision | Normal | Normal to hazy | Markedly impaired |
| Signs | Diffuse injection both palpebral & bulbar conjunctiva. | Circumcorneal injection with tearing | Diffuse injection bulbar conjunctiva, steamy cornea with tearing |
| Pupil | Normal | Constricted | Dilated |
| Prognosis | Rapid response to antibiotics when bacterial cause | Slow response to steroids & mydriatics | Needs immediate med and possibly surgic therapy |

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with PH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Minor infection with non-purulent discharge, redness, and itching - If the above treatment is ineffective then start: Sodium Sulfacetamide (Sulamyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

Signs and Symptoms

Headache - "Tension headache" is usually dull, drawing, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease.

or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic gr. 7½ #1 q.i.d. Check with physician if pain persists or worsens.

10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscid mucous.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significa shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticara and diffuse hives are present give:

   Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

   Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

11. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

1. Angina Pectoris - A sensation of squeezing, burning, pressing, chocking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.

2. Myocardial Infarction- A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.

3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

   Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give $O_2$ at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood preasure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt (½ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.

2. Celusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer: Rauwolfia (Reserpine), Phenylbutazone (Butazolidin), and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management:

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.

5. If above are not effective; Fleets, Baxter, or Travanal Enema may be used.

Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

1. Kaopectate, 2-4 tablespoonsful (adult), after each loose stool, as needed.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, grippe, acute bronchitis, and tracheobronchitis.

Management:

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicite history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.4.d., as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

A. Overactive

1. Disturbed, uncooperative, paranoid behavior.

2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.

3. Assaultive and destructive.

4. Noisy. (verbally)

B. Underactive

1. Depression.

2. Fearfulness.

3. Slowing of responses.

4. Sad facial expression.

5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.

2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

3. Suspect and evaluate suicide in every underactive person.

4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

1. Overactive

May be treated as acute axiety (see Standarized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alternations in brain functions associated with excessive rapid electric discharges. Onset of is beforo age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger role, and some seizures tend to occur during sleep.

MANAGEMENT:

SIGNS AND SYMPTOMS

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient gen erally falls and cries out; skeltal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.

2. Petit Mal -- (minor epilepsy ) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.

3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.

4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT Forcibly restrain. Request officers not to move an inmate when seizuring (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. ~~c~~ Phb ~~T~~ cap. 3-4 times daily.

DILANTIN 100 mg. ~~T~~ cap. 3-4 times daily

MYSOLINE 250 mg. (only as prescribed)

STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.

b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.

c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm.

d. Transport to emergency room as soon as possible.

F. PROCEDURES

1. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)

2. Be sure a soft portion of the stool is used.

3. Bring specimen to laboratory within a few (2-6) hours of collection.

4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.

5. Specimens for stool culture should be collected on three consecutive days.

Stool for Ova and Parasites

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.

2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites.
MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)

3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.

4. If stool is liquid, add about 1 tablespoon to each bottle.

5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, assessible only to MDs or nurses. Non-legend drugs may be assessible to MDs or nurses or other designated personnel.

2. Before medication is administered, positive identification of the recipient is required.

3. Medication may only be administered according to MD's instructions.

4. Medication must be ingested in front of nurse or correctional officer.

5. Addictive substances must be administered in liquid or powdered or whenever possible.

6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.

7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

BK

FILED

AGREEMENT NO. 80-213

(For Administration of Medication)

THIS AGREEMENT, made and entered into this 1st day of July, 1980, by and between L.V.N. Community Practice Group, hereinafter referred to as PROVIDER, and County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates, through its Health Services Agency, Public Health Division, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM requires the administration of medications to INMATES and CHARGES. COUNTY does not possess the requisite available expertise to commit to the segmented scheduling of the contemplated administration of medications.
5. THEREFORE, COUNTY desires to enter into an agreement for the rendering of the above recited administration of medications through an independent contractor.
6. PROVIDER is an unincorporated Association of Licensed Vocational Nurses, possessing the available expertise to administer medications.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Responsibility shared with the Physician's Assistant for the administration of medications and allied procedures in accordance with the time and manner procedures contained in PROGRAM'S Diagnosis and Treatment Protocols and Standardized Procedures, described hereinafter by Agreements 4 and 5, respectively.

b. Responsible to make available forty-eight (48) hours of Licensed Vocational Nurse coverage per week.

c. Designate a respresentative for clinical and administrative matters by notice to COUNTY'S herein designated representative for PROGRAM administration.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S Jails and Juvenile Hall a State of California Certified Physician's Assistant to provide medical care services as defined and authorized, and to the maximum extent of that authorization, by Business and Professional Code, Section 3500 et seq. Said services shall be conducted in accordance with herein described standardized procedures and shall include as a minimum assignment to the Physician's Assistant the responsibility to perform physical examiantions, make preliminary diagnosis subject to the review of PROGRAM'S assigned Physicians and recommended prescription to PROGRAM'S assigned Physicians. This Physician's Assistant will be further responsible for the medical supervision of assigned Licensed Vocational Nurses.

b. Provide to COUNTY'S Jails and Juvenile Hall duly q ualified Physicians responsible for the quality of PROGRAM'S medical care.

c. Designate hereinafter representatives for the purposes of performing the herein described functions.

d. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

b. COUNTY'S designated representative for day to day operations is the Physician's Assistant.

4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized procedures, attached hereto as Exhibit "A", and incorporated herein by reference thereto, governing the working relationship of PROGRAM'S Physicians, Physician's Assistant and Licensed Vocational Nurses. These standardized procedures will be reviewed and modified from time to time by COUNTY'S herein designated representative after consultation with PROGRAM'S Physicians. If modified this agreement need not be amended for the modified procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis and treatment protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of generally encountered primary care situations, subject to PROGRAM'S Physicians review and approval or modification. If modified this agreement need not be amended for the modified protocols to be fully binding.

6. HOURS OF OPERATION: Are specified in the Standardized Procedures.

7. PAYMENT: COUNTY shall pay PROVIDER for services rendered hereunder the sum of $1,681.50 per month compensation for services rendered. Said payment shall be made by COUNTY to PROVIDER upon its submission of a monthly claim to PROGRAM'S designated representative. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that PROVIDER is an independent

contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Government as a consequence of this contract.

9. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all malpractice claims, liability or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall, through its Supervising Physician, purchase and maintain, for the duration of this agreement, malpractice insurance sufficient to cover services provided.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to PROVIDER or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: This agreement shall commence July 1, 1980, and shall terminate on June 30, 1981, unless sooner terminated by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California.

CHAIRMAN OF THE BOARD OF SUPERVISORS

LVN COMMUNITY PRACTICE GROUP

PARTNER

ATTEST:

PETER McNAMEE, CLERK

BY
DEPUTY

APPROVED AS TO FORM

EXHIBIT "A"

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

| Services & Responsibilities | Physician | P.A. | M.D. Director | LVN's |
|---|---|---|---|---|
| 1. Program Administration | Consultative | Operations | Primary | ---- |
| 2. Standardized Procedures | Consultative | Consultative | Primary | ---- |
| 3. Diagnosis & Treatment Protocols Content | Primary | Consultative | Consultative & Program | ---- |
| 4. Records | Final | Primary | Program | ---- |
| 5. Diagnosis | Final | Preliminary | ---- | ---- |
| 6. Prescriptions | Signs all | Recommends | ---- | ---- |
| 7. Individual Patient Treatment Plans | Reviews on selected basis | Formulates plans | ---- | ---- |
| 8. Examinations | Emergency & Secondary | Primary | ---- | ---- |
| 9. Supervision of LVN's | ---- | Full | ---- | ---- |
| 10. Direct Medical Care | Emergency & Secondary | Primary | ---- | Scheduled Administration of medications |
| 11. Quality of Care | Primary | Secondary | Program | ---- |
| 12. Medications (a) | Prescribes | Responsible for administration | ---- | Administration of medications |
| Security (b) | Consultative | Primary | Program | ---- |
| 13. FHP Supervision | Medical | ---- | Primary | ---- |

B. A. Cobb

LVN Community Practice Group

Director

Physician

Physician's Assistant

Yolo County Health Department

MANUAL OF POLICIES & PROCEDURES

MEDICAL CARE FOR
COUNTY PRISONERS

## IV. DIAGNOSIS AND TREATMENT PROTOCOLS

### A. EMERGENCY MEDICAL CARE

#### 1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

a. Profuse bleeding.

b. Major injuries or burns.

c. Difficulty in breathing.

d. Cyanosis (blue color).

e. Loss of consciousness.

f. Acute abdominal or chest pain.

g. Violent uncontrollable behavior.

- Minor physical complaints and chronic conditions without acute change are not emergencies.

- When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

#### 2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

#### 3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Antiarthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous
Bronchial dilators
Cardiovascular preparations:
Antianginal
Antiarrhythmics
Digitalis
Hypotensives
Diuretics
Contraceptives, oral
Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

| | | |
|---|---|---|
| 1. | Analgesics | 10 days |
| 2. | Narcotics | 5 days |
| 3. | Antibiotics | 10 days |
| 4. | Anticoagulants | 7 days |
| 5. | Antiemetics | 3 days |
| 6. | Sedatives and Hypnotics | 3-5 days |
| 7. | Dermatologicals | 14 days |
| 8. | Psychotherapeutics | 7 days |
| 9. | Antianemia Drugs | 30 days |
| 10. | Cardiovascular | 30 days |

D. OVER THE COUNTER DRUGS

Many minor problems can be symptomically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LVN.

* Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg ½ q.i.d.
* Neosporin or Bacitracin Ointment prn minor wound

* Coricidin Cold Tablets I q.i.d. prn cold or Coricidin D or Dandacin for more severe symptoms

Desenex Cream or powder b.i.d. prn hot or irritated feet

* Maalox liquid 15 to 30 cc prn indigestion
* Mylanta tablets prn indigestion
* Neo-synephrine intranasal q.i.d. nasal congestion.
Solarcaine spray prn minor burns

* Tylenol 650 mg. q.i.d. prn pain or fever

Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesia 1 oz. stat constipation
Caroid Bile Salt II tabs stat constipation

Dulcolax tab #2 prn constipation when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions


1. Wound Care.....9-a

2. Acute Anxiety.....9-b

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E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

Emergency:

Treatment:

All wounds should be washed with an antiseptic soap, green soap or phisohex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosporin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat ). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diptheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patients subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Camphо-phenique, apply topically, as needed, or

2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroid are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. m.o. prn (nervousness, tremors, or muscle cramps) for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1 week then d.c.

SINEQUAN 50-100 mg. ℞.H.S. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or diarrhea

or

COMBID SPANS - ± b.i.d. x 4 days

SINEQUAN 25-50 mg. ± q.i.d. x 1 week general nervousness (short term treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palm. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Most infections are caused by Trichophyton and Epidermophyton.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.

2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permangonate 1:10,000 (PRO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.

2. For crusted lesions, soak in Burow's Solution of 50 ml (1 2/3 oz) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.

3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawl symptoms usually begin within the first 96 hours after the last drink.

Treatment:

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Seran 15-30 mg. q.i.d.
2. Thiamine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax ± b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawls.

7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

Stomatitis- (Canker Sore)-Pain in local mucosal ulcer area, ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflamsatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimudents.

2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary (½ water and ½ peroxide). OR

3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjuctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acu Glaucoma, all of which present with red eye and discharge.

| | Acute Conjunctivitis | Acute Iritis | Acute Glaucoma |
|---|---|---|---|
| Symptoms | Irritation-mild foreign body sensation | Eye ache with light sensitivity | Pain & blurred visio sometimes nausea & vomiting |
| Vision | Normal | Normal to hazy | Markedly impaired |
| Signs | Diffuse injection both palpebral & bulbar conjunctiva. | Circumcorneal injection with tearing | Diffuse injection bulbar conjunctiva, steamy cornea with tearing |
| Pupil | Normal | Constricted | Dilated |
| Prognosis | Rapid response to antibiotics when bacterial cause | Slow response to steroids & mydriatics | Needs immediate me and possibly surgi therapy |

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with PH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Minor infection with non-purulent discharge, redness, and itching - if the above treatment is ineffective then start: Sodium Sulfacetamide (Sulamyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

Signs and Symptoms

Headache - "Tension headache" is usually dull, draving, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease.

or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Triamalgesic gr. 7½ tt q.i.d. Check with physician if pain persists or worsens.

10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscid mucous.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significa shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticara and diffuse hives are present give:

   Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

   Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

II. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

1. Angina Pectoris - A sensation of squeezing, burning, pressing, chocking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 50-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.

2. Myocardial Infarction- A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.

3. Congestive Heart Failure - left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

   Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give $O_2$ at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt (½ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.

2. Gelusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer: Rauwolfia (Reserpine), Phenylbutazone (Butazolidin), and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management:

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Carold bile salt 2 Tablets daily, as necessary.

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.

5. If above are not effective; Fleets, Baxter, or Travasol Enema may be used.

Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

1. Kaopectate, 2-4 tablespoonsful (adult), after each loose stool, as needed.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, grippe, acute bronchitis, and tracheobronchitis.

Management:

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If laryax is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicite history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d., as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actified, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

A. Overactive

1. Disturbed, uncooperative, paranoid behavior.

2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.

3. Assaultive and destructive.

4. Noisy. (verbally)

B. Underactive

1. Depression.

2. Fearfulness.

3. Slowing of responses.

4. Sad facial expression.

5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.

2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

3. Suspect and evaluate suicide in every underactive person.

4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

1. Overactive

May be treated as acute axiety (see Standarized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alternations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger role, and some seizures tend to occur during sleep.

MANAGEMENT:

SIGNS AND SYMPTOMS

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeltal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.

2. Petit Mal -- (minor epilepsy ) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.

3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.

4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT Forcibly restrain. Request officers not to move an inmate when seizuring (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. c Phb T cap. 3-4 times daily.

DILANTIN 100 mg. T cap. 3-4 times daily

MYSOLINE 250 mg. (only as prescribed)

STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.

b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.

c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm.

d. Transport to emergency room as soon as possible.

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)

2. Be sure a soft portion of the stool is used.

3. Bring specimen to laboratory within a few (2-6) hours of collection.

4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.

5. Specimens for stool culture should be collected on three consecutive days.

Stool for Ova and Parasites

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.

2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites.
MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)

3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.

4. If stool is liquid, add about 1 tablespoon to each bottle.

5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, assessible only to MDs or nurses. Non-legend drugs may be assessible to MDs or nurses or other designated personnel.

2. Before medication is administered, positive identification of the recipient is required.

3. Medication may only be administered according to MD's instructions.

4. Medication must be ingested in front of nurse or correctional officer.

5. Addictive substances must be administered in liquid or powdered or whenever possible.

6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.

7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

FILED

JUL 17 1980

PETER McNAMEE, Clerk
By [illegible] Deputy

AGREEMENT NO. 80-214

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 1st day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and William Stansell, M.D., California BMQA No. C-32302 hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall.
3. COUNTY operates through its Health Services Agency, Public Health Division, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROVIDER represents he is a State of California Licensed Physician and Surgeon, duly qualified to practice medicine, and has no limitations, suspensions, or restrictions placed on said license or his practices of medicine by the State of California, Board of Medical Quality Assurance and Board of Pharmacy; and that he is certified by the State of California Board of Medical Quality Assurance to supervise a Physician's Assistant.
5. Therefore, COUNTY desires to enter into an agreement with PROVIDER for the rendering of the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Responsible for the quality of INMATE medical care in COUNTY's Branch and Main Jails, hereinafter referred to as JAILS.

b. Consult with COUNTY'S herein designed respresentatives on matters related to PROGRAM compliance in the JAILS with the medical service provisions of the Minimum Standards for Local Detention Facilities promulgated by the State Board of Correction (15 CAC, Section 1161).

c. On behalf of the COUNTY Health Officer, PROVIDER or his designated replacement, who shall be a duly qualified and State of California Licensed Physician and Surgeon, is to be on call twenty-four (24) hours per day for the rendition of medical emergency services or telephone consultation, at the discretion of the physician to INMATES of the County Jail and persons in the custody of the Sheriff. PROVIDER'S designated replacement shall be approved in advance by the Health Office of COUNTY in writing.

d. Serves as Supervising Physician for PROGRAM'S Physician's Assistant when the Physician's Assistant is providing health care services in COUNTY'S JAILS. Said supervision of the Physician's Assistant shall be conducted in accordance with regulations of the State of California Board of Medical Quality Assurance and shall be conducted in accordance with regulations of the State of California Board of Medical Quality Assurance and herein described standardized procedures and shall include, as a minimum, assignment to PROVIDER of the responsibility to make all final diagnoses, to issue all prescriptions,and to review treatment plans on at least a selected basis.

e. Provide a suitable and qualified replacement, agreeable to perform under the terms and conditions of this agreement, in his absence, and to provide one week's advance notice of planned absences to COUNTY'S

herein designated representatives.

f. Review and approve or modify all herein described JAIL Diagnosis and Treatment protocols.

g. Review and consult from time to time with COUNTY'S herein designated representatives concerning the effectiveness and efficiency of the herein described standardized procedures, and herein described Diagnosis and treatment protocols.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S JAIL and JUVENILE HALL, a Physician's Assistant to perform medical care services as defined and authorized, and to the maximum extent of that authorization, by the Business and Professions Code, Section 3500 et seq. Said services shall be conducted in accordance with herein described standardized procedures and shall include as a minimum assignment to the Physician's Assistant for the JAILS aspect of PROGRAM, the responsibility to perform examinations, make preliminary diagnoses subject to the review of PROVIDER, recommend prescriptions to the PROVIDER, and formulate treatment plans subject ot the selective review of PROVIDER. This Physician's Assistant will be further responsible for the medical supervision of assigned and hereinafter described Licensed Vocational Nurses.

b. Provide to COUNTY'S JAILS and JUVENILE HALL Licensed Vocational Nurses in such arrangements of staff time within PROGRAM'S authorized strength as are assigned by the Physician's Assistant, to administer medications.

c. Designate hereinafter representatives for the purpose of performing the herein described consultation and administration functions.

d. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES.

a. COUNTY'S designated representatives for consultation are the PHYSICIAN'S ASSISTANT, the Director of Public Health, and the Health Department's Public Health Physician.

b. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized procedures, attached hereto as Exhibit "A", and incorporated herein by reference thereto, governing the working relationship of PHYSICIAN, PHYSICIAN'S ASSISTANT, and LICENSED VOCATIONAL NURSES. These standardized procedures will be reviewed and modified from time to time by COUNTY'S herein designated representatives after consultation with PHYSICIAN. If modified this agreement need not be amended for the modification procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis and treatment protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of generally encountered primary care situations, subject to PHYSICIAN'S review and approval or modification insofar as these protocols effect PHYSICIAN'S JAIL responsibilities. If modified this agreement need not be amended for the modification protocols to be fully binding.

6. HOURS OF OPERATION: Unless otherwise modified through the operation of any other provisions of this agreement, services hereinunder are to be rendered Monday through Friday 8:00 a.m. through 5:00 p.m. and for two hours on Saturday and two hours on Sunday.

7. PAYMENT:

a. For services rendered hereinunder from 0001 hours military time Monday to 2400 hours military time Friday of each week during the term of this agreement COUNTY shall pay PHYSICIAN the sum of SIX HUNDRED FORTY-EIGHT DOLLARS ($ 648.00 ) per month as compensation for

said services ~~providing PROVIDER documents at least~~ ~~hours on site performance of services hereunder~~ (3). Not withstanding the foregoing, in the event PHYSICIAN renders said services in excess of twenty-four (24) hours in any one month, he shall be compensated for such hours of services in excess of twenty-four (24) at the rate of THIRTY-FIVE DOLLARS ($ 35.00 ) per hour. HOWEVER, in no event shall PHYSICIAN be paid more than SEVEN HUNDRED DOLLARS ($ 700.00 ) per month for said services.

b. For services rendered hereunder from 0001 hours military time Saturday to 2400 hours military time Sunday of each week during the term of this agreement COUNTY shall pay PHYSICIAN the sum of THIRTY FIVE DOLLARS ($ 35.00 ) for the hour or any fraction thereof and THIRTY-FIVE DOLLAR ($ 35.00 ) per hour thereafter in either twenty-four hour period beginning 0001 hours military time Saturday and ending 2400 hours military time Sunday, beginning 0001 hours military time Sunday and ending 2400 hours military time Sunday.

c. The maximum compensation for services rendered under the terms of this agreement shall be FIFTEEN THOUSAND FIVE HUNDREDDOLLARS ($15,500 ) per annum.

d. Said payments shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY detailing hours and dates of service. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that contractor is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. Contractor shall be solely liable and responsible to pay all required taxes and other obligations.

including, but not limited to, applicable withholding and Social Security. Contractor agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

a. PHYSICIAN agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising from PHYSICIAN'S performance under this agreement.

b. PHYSICIAN shall purchase and maintain, for the duration of this agreement, public and malpractice liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached thereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States Mail, postage prepaid, and addressed to PHYSICIAN or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: The term of this agreement shall commence July 1, 1980, and shall terminate on Sept.30, 1981, unless sooner terminated by either party on thrity (30) days' written notice to the other of such intent.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth,

COUNTY OF YOLO, a political subdivision of the State of California

BY Dwight J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E Lucas
DEPUTY

William Stansell M D
William Stansell, M.D.

APPROVED AS TO FORM

Elizabeth O. Holtz

EXHIBIT "A"

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

| Services & Responsibilities | Physician | P.A. | H.D. Director | LVN's |
|---|---|---|---|---|
| 1. Program Administration | Consultative | Operations | Primary | --- |
| 2. Standardized Procedures | Consultative | Consultative | Primary | --- |
| 3. Diagnosis & Treatment Protocols Content | Primary | Consultative | Consultative & Program | --- |
| 4. Records | Final | Primary | Program | --- |
| 5. Diagnosis | Final | Preliminary | --- | --- |
| 6. Prescriptions | Signs all | Recommends | --- | --- |
| 7. Individual Patient Treatment Plans | Reviews on selected basis | Formulates plans | --- | --- |
| 8. Examinations | Emergency & Secondary | Primary | --- | --- |
| 9. Supervision of LVN's | --- | Full | --- | --- |
| 10. Direct Medical Care | Emergency & Secondary | Primary | --- | Scheduled Administration of medications |
| 11. Quality of Care | Primary | Secondary | Program | --- |
| 12. Medications (a) | Prescribes | Responsible for administration | --- | Administration of medications |
| Security (b) | Consultative | Primary | Program | --- |
| 13. FNP Supervision | Medical | --- | Primary | --- |

B. A. Cole

LVN Community Practice Group

Director

Physician

Physician's Assistant

Yolo County Health Department

MANUAL OF POLICIES & PROCEDURES

MEDICAL CARE FOR
COUNTY PRISONERS

IV. DIAGNOSIS AND TREATMENT PROTOCOLS

A. EMERGENCY MEDICAL CARE

1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

a. Profuse bleeding.

b. Major injuries or burns.

c. Difficulty in breathing.

d. Cyanosis (blue color).

e. Loss of consciousness.

f. Acute abdominal or chest pain.

g. Violent uncontrollable behavior.

. Minor physical complaints and chronic conditions without acute change are not emergencies.

. When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Antiarthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous
Bronchial dilators
Cardiovascular preparations:
Antianginal
Antiarrhythmics
Digitalis
Hypotensives
Diuretics
Contraceptives, oral
Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

| | | |
|---|---|---|
| 1. | Analgesics | 10 days |
| 2. | Narcotics | 5 days |
| 3. | Antibiotics | 10 days |
| 4. | Anticoagulants | 7 days |
| 5. | Antiemetics | 3 days |
| 6. | Sedatives and Hypnotics | 3-5 days |
| 7. | Dermatologicals | 14 days |
| 8. | Psychotherapeutics | 7 days |
| 9. | Antianemia Drugs | 30 days |
| 10. | Cardiovascular | 30 days |

D., OVER THE COUNTER DRUGS

Many minor problems can be symptomically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by I.M.

* Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg ½ q.i.d.
* Neosporin or Bacitracin Ointment prn minor wound

* Coricidin Cold Tablets I q.i.d. prn cold or Coricidin D or Dimdacin for more severe symptoms

Desenex Cream or powder b.i.d. prn hot or irritated feet

* Maalox liquid 15 to 30 cc prn indigestion
* Mylanta tablets prn indigestion
* Neo-synephrine intranasal q.i.d. nasal congestion.
Solarcaine spray prn minor burns

* Tylenol 650 mg. q.i.d. prn pain or fever

Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesic 1 oz. stat constipation
Caroid Bile Salt II tabs stat constipation
Dulcolax tab II prn constipation when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions


1. Wound Care.....9-a

2. Acute Anxiety.....9-b

3. Herpes Simplex.....9-c

4. Heroin Withdrawal.....9-d

5. Athlete's Foot.....9-e

6. Alcoholic Withdrawal.....9-f

7. Gingivitis & Aphthous Ulcer.....9-g

8. Care of the Eye.....9-h

9. Pain or Headache.....9-i

10. Mild Asthmatic and/or Mild Allergic Reactions.....9-j

11. Cardiac Problems.....9-k

12. Gastric Distress.....9-l

13. Diarrhea & Constipation.....9-m

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections.....9-n

15. Psychotic Episode Mental Agitation, Severe Nervousness, Depression.....9-o

16. Convulsive Disorders (Epilepsy).....9-p

17. Anaphylactic Reactions.....9-q

E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

Management:

Treatment:

All wounds should be washed with an antiseptic soap, green soap or phisohex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neoosprin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat ). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diptheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Campho-phenique, apply topically, as needed, or

2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroid are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. p.o. prn (nervousness, tremors, or muscle cramps) for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x week then d.c.
SINEQUAN 50-100 mg. ☆H.S. insomnia x 2 weeks
DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or diarrhea
or
COMBID SPANS - ½ b.i.d. x 4 days
SINEQUAN 25-50 mg. ½ q.i.d. x 1 week general nervousness (short term treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palm. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Most infections are caused by Trichophyton and Epidermophyton.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.

2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permangomanate 1:10,000 (KMNO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.

2. For crusted lesions, soak in Burow's Solution of 50 ml (1 2/3 oz) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.

3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawl symptoms usually begin within the first 96 hours after the last drink.

Treatment:

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiemine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitmain p.o. q.d.

In mild to moderate cases:

1. Librax # b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawls.

## 7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by eryth ma.

Management:

Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area, ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimidents.

2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary (½ water and ½ peroxide). OR

3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjuctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and ac glaucoma, all of which present with red eye and discharge.

| | Acute Conjunctivitis | Acute Iritis | Acute Glaucoma |
|---|---|---|---|
| Symptoms | Irritation-mild foreign body sensation | Eye ache with light sensitivity | Pain & blurred visio sometimes nausea & vomiting |
| Vision | Normal | Normal to hazy | Markedly impaired |
| Signs | Diffuse injection both palpebral & bulbar conjunctiva. | Circumcorneal injection with tearing | Diffuse injection bulbar conjunctiva, steamy cornea with tearing |
| Pupil | Normal | Constricted | Dilated |
| Prognosis | Rapid response to antibiotics when bacterial cause | Slow response to steroids & mydriatics | Needs immediate me and possibly surgi therapy |

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with PH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Minor infection with non-purulent discharge, redness, and itching - If the above treatment is ineffective then start: Sodium Sulfacetamide (Sulamyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

Signs and Symptoms

Headache - "Tension headache" is usually dull, draving, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease.

or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic gr. 7½ #i q.i.d. Check with physician if pain persists or worsens.

## 10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscid mucous.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significe shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Mild Allergic Reaction (for severe reaction see amphylactic reaction)

1. If urticara and diffuse hives are present give:

   Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

   Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

II. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

1. Angina Pectoris - A sensation of squeezing, burning, pressing, chocking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.

2. Myocardial Infarction- A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.

3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

   Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give O2 at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt (½ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.

2. Celusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer: Rauwolfia (Reserpine), Phenylbutazone (Butazolidin), and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management:

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.

5. If above are not effective; Fleets, Baxter, or Travasal Enema may be used.

Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

1. Kaopectate, 2-4 tablespoonsful (adult), after each loose stool, as needed.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, Grippe, acute bronchitis, and tracheobronchitis.

Management:

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicite history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d., as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain), 1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

A. Overactive

1. Disturbed, uncooperative, paranoid behavior.

2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.

3. Assaultive and destructive.

4. Noisy. (verbally)

B. Underactive

1. Depression.

2. Fearfulness.

3. Slowing of responses.

4. Sad facial expression.

5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.

2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

3. Suspect and evaluate suicide in every underactive person.

4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

1. Overactive

May be treated as acute anxiety (see Standarized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alternations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger role, and some seizures tend to occur during sleep.

MANAGEMENT:

SIGNS AND SYMPTOMS

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeltal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.

2. Petit Mal -- (minor epilepsy ) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.

3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.

4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT Forcibly restrain. Request officers not to move an inmate when seizuring (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. c Pb$\frac{1}{2}$ T cap. 3-4 times daily.

DILANTIN 100 mg. T cap. 3-4 times daily

NYSOLINE 250 mg. (only as prescribed)

STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.

b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.

c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm.

d. Transport to emergency room as soon as possible.

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)

2. Be sure a soft portion of the stool is used.

3. Bring specimen to laboratory within a few (2-6) hours of collection.

4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.

5. Specimens for stool culture should be collected on three consecutive days.

Stool for Ova and Parasites

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.

2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites.
MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)

3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.

4. If stool is liquid, add about 1 tablespoon to each bottle.

5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, assessible only to MDs or nurses. Non-legend drugs may be assessible to MDs or nurses or other designated personnel.

2. Before medication is administered, positive identification of the recipient is required.

3. Medication may only be administered according to MD's instructions.

4. Medication must be ingested in front of nurse or correctional officer.

5. Addictive substances must be administered in liquid or powdered or whenever possible.

6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.

7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

FILED

JUL 17 1980

PETER McNAMEE, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 80-215

THIS AGREEMENT, made and entered into this 24th day of June, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Stephen Belton, M.D., hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY furnishes medical care and treatment requiring the providing of services by a State of California Licensed Physician to various persons, hereinafter referred to as PATIENTS, through its Health Services Agency, Department of Public Health, hereinafter called PUBLIC HEALTH.
2. PUBLIC HEALTH does not employ a Clinic Physician.
3. PROVIDER represents he is licensed by the State of California as a Physician and Surgeon, is duly qualified to practice medicine with emphasis in family practice medicine, and has no limitations, suspensions, or restrictions placed on said license or his providing of medical services by the State of California Board of Medical Quality Assurance or Board of Pharmacy.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of family practice clinical medicine services under the terms and conditions setforth in this agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, the Action Plan,

attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Federal and State statutes and regulations governing the practice of medicine, incorporated herein by reference thereto as if fully setout, engage in family practice medicine, the beneficiaries of which practice will be PUBLIC HEALTH PATIENTS scheduled for services by PUBLIC HEALTH at the facility or facilities designated by PUBLIC HEALTH.

2. PUBLIC HEALTH'S SERVICE OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. To provide and maintain facilities, equipment, and staff necessary to practice medicine in accordance with the terms and conditions of this agreement.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with PUBLIC HEALTH'S Director.

b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

a. COUNTY agrees to defend, indemnify and hold PROVIDER harmless from any and all claims, liability or loss arising from PROVIDER'S lawful performance under this agreement.

b. COUNTY shall purchase and maintain for the duration of this agreement, PROVIDER'S malpractice insurance in the amount of at least $1,000,000/$1,000,000.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationship of parties pursuant to this Agreement. Said Working Protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of PUBLIC HEALTH and PROVIDER. Said Working Protocols shall include as a minimum provisions with respect to the level of PROVIDER'S involvement in the supervision of PUBLIC HEALTH staff; requiring PROVIDER to cooperate with administrative requirements, including, but not limited to, completion of encounter forms and medical records, and completion of insurance forms; specifying PROVIDER'S referral responsibilities with respect to other County staff; requiring PROVIDER to participate in peer review; and specifying how PROVIDER facility assignment and time off will be arranged.

8. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this Agreement, so long as said modification does not vary the provisions specifically setout herein and advance written notice thereof

is given PUBLIC HEALTH. Said Action Plan shall include as a minimum provisions that PROVIDER is responsible for the quality of medical care at the clinic to which he is assigned; will conduct his practice in strict accordance with currently accepted methods and practices of PROVIDER'S profession; and will not discriminate in the providing of medical services on the basis of race, color, creed, sex, religion, national origin, financial circumstance, marital status, or handicap.

9. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the term of this Agreement shall be a sum not to exceed FORTY-FOUR THOUSAND NINE HUNDRED DOLLARS ($ 44,900.00).

b. Payment of 1/12 of $44,900.00 shall be made by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceeding month. Claim will be adjusted proportionately downward by PUBLIC Health to reflect any PATIENT not scheduled by PUBLIC HEALTH. Claim must be countersigned and approved by the DIRECTOR of PUBLIC HEALTH prior to payment.

c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S performance as consistent with this agreement.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not consitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

10. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all under-

standing of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This Agreement shall commence on July 1, 1980, and terminate on June 30, 1981, unless as otherwise provided herein.

b. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intent.

c. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

BY _____

APPROVED AS TO FORM

-5-

EXHIBIT A
Stephen Belton, M.D.
Salud Physician Contract
July 1, 1980

ACTION PLAN

Provider agrees:

. To work in accordance with the working relationships stipulated in the Working Protocols and to perform services as described.

. In addition: Will have regular conferences with the Director of Public Health concerning any problems or needed adjustments related to Clinic affairs; will maintain a professional relationship of high standard with all clinic associates; will provide an equal level of services to all who present themselves as patients regardless of their circumstances regarding race, color, creed, sex, relation, national origin, financial status, marital status, or any handicap.

EXHIBIT B
Stephen Belton, M.D.
Contract
July 1, 1980

WORKING PROTOCOLS
Working Relationships and
Responsibilities of
Salud Clinic Physician

. Directs the on-site medical care aspects of the Salud Clinic.

. Responsible for maintaining medical care quality in the clinic in accordance with accepted medical practice standards.

. Works cooperatively with East Yolo Health Services administration, Director of Public Health Nursing, public health nurses, and health educator.

. Supervises medical-clinical activities of Clinic Nurse, F.N.P., P.A.

. Complies with State and Federal laws or regulations governing the practice of medicine.

. Contributes input to the EYHSC operations team.

. Cooperatively develops and monitors medical quality standards, guidelines and protocols.

. Evaluates medical care quality of all clinical workers.

. Assists with routine medical audits.

. Assists in training and professional education of clinic staff and other Health Services Center staff.

. Meets regularly with Salud Advisory Committee.

. Observes clinic hours from 8:15 A.M. to 5:00 P.M. except for four hours each week for out of clinic education, during which time para-professional coverage is provided and telephone contact is maintained.

. Arranges for substitute physician coverage during vacation (13 working days/yr), sick leave (6 days/yr). Time off and replacements will be approved by the Director of Public Health; payment to replacements will be made by County at a rate not to exceed $25.00 per hour.

FILED

JUL 17 1980

PETER McNAMEE, Clerk

By [illegible] Deputy

AGREEMENT NO. 80-216

(Agreement to provide Alcohol Education Services)

THIS AGREEMENT, made and entered into this 15th day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Al Ellwood, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to provide Alcohol Education as an alternative to sentencing for persons cited for drunk driving and referred by COUNTY'S Courts and Probation Department.
2. COUNTY carries out the responsibilities through its Health Services Agency, Alcohol & Drug Department, hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. ADDICTIONS does not possess requisite available staff to fulfill the hereinabove recited obligation.
4. PROVIDER represents he has developed a course fulfilling all requirements and is experienced in presenting same.
5. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an Alcohol Education course under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS:

COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in considertion of COUNTY'S promises contained in hereinafter recited agreements, agree:

/ / / / /

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; and the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; provide to persons referred by an approved agency an Alcohol Education course. Said advance approval of the agency is a condition precedent to PROVIDER entitlement to compensation for services rendered hereunder.

2. ADDICTIONS' SERVICE OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. Approve in advance admission of all AGENCIES for the referrals from which PROVIDER will expect compensation hereunder.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with ADDICTIONS' Program Chief.

b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUBCONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY, ADDICTIONS or STATE auditors upon the request of MENTAL HEALTH'S representatives. Said request will provide at least one full working day's notice of the impending audit.

6. REALATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations including , but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions by which agency

approval for referral is obtained from ADDICTIONS: approved agencies; how PROVIDER will collect fees and deposit COUNTY'S share; any role ADDICTIONS is to play in review of PROVIDER'S course content and presentation; how PROVIDER will communicate attendance records to referring agencies; and that PROVIDER will hold himself accessible and available for referrals.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this Agreement, so long as said modification does not vary the provisions specifically set out herein and advanced written notice thereof is given ADDICTIONS.

Said Action Plan shall include as a minimum provisions PROVIDER must maintain a patient to instructor ratio of 20:1 and the scheduling procedure for scheduling referrals.

10. PAYMENT

a. In consideration of PROVIDER'S services under this agreement, COUNTY agrees that PROVIDER may retain application fees received in accordance with the accompanying CONTRACT PAYMENT SCHEDULE (Exhibit "C") incorporated herein by reference, and modifiable upon written agreement of the parties, provided that the COUNTY share of said non-refundable application fees have been collected and are deposited in COUNTY'S account at the time of PROVIDER'S payment to self.

b. Such payments shall be made by PROVIDER to himself monthly upon submission of deposit of the COUNTY'S share and a report countersigned and approved by ADDICTION'S Program Chief setting forth the name of each participant attending the segments for which deposit is made. Department of Motor Vehicles Evaluation Program participants will be processed as if

they had completed the four (4) segments of the course.

c. No more than four (4) segments of service shall be compensable per participant per enrollment. Maintenance of a 20:1 student to instructor ratio is a condition precedent to PROVIDER'S entitlement to compensation.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress as on schedule.

e. Approval of PROVIDER'S records as audited to be accurate are conditions subsequent to PROVIDER'S entitlement to compensation in the amount represented by any exception taken by the Auditor.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either condition subsequent or precedent or any other condition precedent or subsequent as to further circumstances.

11. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

12. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at their lastknown address.

13. TERM:

a. This Agreement shall commence on July 1, 1980, and terminate on June 30, 1981, unless as otherwise provided herein in Agreement 13 b.

b. This Agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent.

c. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referrals still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Lucile J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

Al Ellwood

Al Ellwood

BY_____

ATTEST:

Peter J. McNAMEE, Clerk

BY Debra Lee Copeland
DEPUTY

ADDICTIONS

BY _____
PROGRAM CHIEF

APPROVED AS TO FORM
COUNTY COUNSEL

Elizabeth A.

EXHIBIT "A"

WORKING PROTOCOL

Ms. Joan Parnas, Mental Health Counselor II, is designated as the Alcohol and Drug Program Director's liaison with the Provider.

The Provider will prepare and administer the course as outlined in Exhibit "B" in a manner acceptable to the Director or his designee.

The Provider will assume responsibility for the following:

A. Schedule referrals for class attendance

B. Communicate with referring agencies regarding class attendance of their referrals.

C. Supply class materials and any other necessary program supplies.

D. Maintain accessibility and availability to receive referrals and answer inquiries of the participants and the community.

E. Meet regularly with the county Alcohol and Drug Abuse Director or his designee

The County shall provide the Provider the following:

A. Supply existing audio-visual equipment and 16 mm films used in presenting the course.

B. Supply space as necessary for actual instruction of the course

C. Supply stationery when county letterhead is necessary.

EXHIBIT "B"

The provider will provide for the teaching of the course as outlined below or its equivalent to all drunk driver referrals.

Course Outline

SEGMENT #1 DRIVING WHILE INTOXICATED TWO HOURS

A. Written review of activities 12 hours prior to arrest. (Self-evaluation by participant).

B. Discussion on effects of driving abilities while drinking (Includes showing film and/or audio-video tape).

C. Discussion of laws, statistics and attitudes. (Includes showing film and/or audio-video tape).

D. 1. Reading Material: Alcohol Causes Half of Nation's Road Deaths.

2. What Happens in High-Spaed Auto Smash.

SEGMENT #2 PHYSICAL AND EMOTIONAL HAZARDS TWO HOURS

A. Discussion of possible consequences of chronic and heavy drinking.

B. Discussion on alcholo abuse and alcoholism (Includes showing film and/or audio-video tape and/or Chalk-Talk.

C. Reading Material Alcohol, with all its joys and sorrows- Has it's Primary effect on the brain.

D. Recognized alcohol problem test: John Hopkins; A.A. Twenty Questions: Michigan Alchol Screeing Test or other approprite tests.

SEGMENT #3 PROBLEM DRINKING TWO HOURS

A. Evaluation of personal problems with alchohol.

B. Written assignment Essay in How You Will Avoid Future Alcohol Related Problems. (Includes showing films and/or audio-video tape).

C. Review of M.A.S.T. Test or other appropriate tests.

SEGMENT #4 OVERCOMING PROBLEMS TWO HOURS

A. Review of personal essays.

B. Mental Health Counselor, A.A. representative, or other qualified guest speaker (s).

C. Formal and anonymous evaluation of DWI education program by students.

EXHIBIT "Ψ"

Application Fee Schedule

1. July 1, 1980 to June 30, 1981.....$50.00 per person

Contractor Payment Schedule

1. July 1, 1980 to June 30, 1981.....75% per person

FILED

JUL 17 1980

PETER McNAMARA, Clerk
By Linda Eastland
Deputy

AGREEMENT NO. 80-217

(Agreement to provide an Alcoholism Information Center)

THIS AGREEMENT, made and entered into this 15th day of July, 1980, by and between The County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and East Yolo Information Center for Alcoholism, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuse to operate Community Alcoholism Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. The Yolo County Plan requires ADDICTIONS to offer an operational alcohol information center.
4. ADDICTIONS does not own or operate such an information center itself.
5. PROVIDER represents it operates an Alcohol Information Center.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholism information center under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto, and all applicable Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide an alcohol information and referral program designed to facilitate the accessibility of alcoholism counseling and rehabilitation services to those who need such services.

b. Designate a representative or representatives for administrative and program affairs.

2. ADDICTIONS' OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. Schedule PROVIDER staff into ADDICTIONS' staff home visit rotations in accordance with the working protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with ADDICTIONS' Director.

b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in

accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY ADDICTIONS or STATE auditors upon the request of ADDICTION'S representatives. Said request will provide at least one full working day's notice of the impending audit.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein but may be modified without formal amendment of this agreement so long as said

modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions for the scheduling of PROVIDER staff accompanying ADDICTIONS' staff on home units; and any role ADDICTIONS is to plan in review of PROVIDER'S activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this Agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically setout herein and advanced written notice thereof is given ADDICTIONS. Said Action Plan shall include as a minimum the specific services which comprise the concept of PROVIDER'S alcoholism information and referral program.

10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all applicable provisions contained in the Community Services System Manual, incorporated herein by reference thereto as if fully setout herein.

11. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the terms of this Agreement shall be a sum not to exceed nine thousand five hundred thirty-nine DOLLARS ($ 9,539.00 ) as shown on line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 11 b - d below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in Agreement 14, below. Exhibit "C" shall be the basis for and limitation of any and all

reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that is anticipated PROVIDER shall receive from other sources.

b. Costs for allowable expenditures for the preceeding month shall be paid by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY as designating services rendered during the preceeding month. Attached hereto as Exhibit "D" and incorporated herein by reference thereto is a Budget for the expenditure of funds.

c. Payments to PROVIDER shall be adjusted to the lower of actual cost or the contract maximum upon the basis of a cost report submitted by PROVIDER within ninety (90) days of the end of the term of the agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress as consistent with this agreement.

e. Approval of this Agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall

constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless in the form of a written amendement to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S last known address.

14. TERM:

a. This Agreement shall commence on JULY 1, , 1980 and terminate on June 30, 1981, unless as otherwise provided herein in agreement 14 b and c, below.

b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 14 c, below.

c. Should the funds granted COUNTY in the 1980-81 fiscal year State or County final budget to cover the cost of the Alcoholism Services be reduced by greater than 10% or COUNTY'S ADDICTIONS Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

d. Should PROVIDER terminate prior to the end of a month PROVIDER will return to COUNTY any amount equal to the monthly amount times the proportion of days remaining in the month to the total days of the month for which payment was advanced.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

attest:

PETER McNAMEE, COUNTY CLERK

BY _____
DEPUTY

EAST YOLO ALCOHOLISM INFORMATION CENTER,

by _____
President of Board

ADDICTIONS:

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

_____

WORKING PROTOCOL

Exhibit A

Addictions Objectives -- Thomas Pavao, Mental Health Counselor II, is designated as the E. Yolo Area representative for addictions.

Addictions Staff -- will contact provider staff by phone to schedule provider staff into home visit rotations as a back-up presence.

Provider Obligations -- Provider shall submit a copy of the monthly claims to Thomas Pavao, Mental Health Counselor II, for review.

Provider, if able, shall provide transportation of addictions client to Beamer Street Detox as needed. In the event Beamer Street is unable to accommodate the client, provider shall transport the client to any other detox unit available.

Provider shall provide information and referral services regarding alcoholism in the E. Yolo Area.

ACTION PLAN

Exhibit B

Provider shall maintain an information and referral center in the E. Yolo Area.

Provider shall maintain a 24-hour answering service to assist those with alcohol or alcohol related problems.

Provider shall provide a drop-in center for alcoholism clients from 9-5 p.m., Monday through Friday, and 11-5 on Saturday.

Provider, if possible, shall provide transportation to Beamer Street Detox, as needed.

Provider shall provide speakers to schools, community groups, and other interested groups on the subject of alcoholism.

# ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 80 / 81

CONTRACTOR: East Yolo Information Center

PROVIDER NO. 5770120

DATE 6-30-80 COUNTY Yolo

Exhibit "C"

| | Function/ Element/ Component | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 01 | | Indirect Service | | | | | | |
| | | Identification | | | | | | |
| 60 | Code | 3 | | | | | | 60 |
| | FUNDING SOURCES | | | | | | | |
| 70 | Medi-Cal, Federal | | | | | | | 70 |
| 71 | Medi-Cal, Non-Federal | | | | | | | 71 |
| 72 | Federal Formula Grant | | | | | | | 72 |
| 73 | SSI | | | | | | | 73 |
| 74 | State Share (90%) | $9,539 | | | | | | 74 |
| 75 | County Share (10%) | | | | | | | 75 |
| 76 | County Funds Other | 1,914 | | | | | | 76 |
| 77 | Fees & Insurance | | | | | | | 77 |
| 78 | Other | | | | | | | 78 |
| 80 | (Add lines 70 thru 78) TOTALS | $11,453 | | | | | | 80 |

Exhibit "C"

See Reverse Side

Program Budget Form

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other

60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House 40 (Individual), 41 (Group), and 42 (Other)

70-78 Funding Sources - Item 70-78 shows all funding sources of providers

80 Total - Item 9- is total of all funding sources

Exhibit "D"

EAST YOLO INFORMATION

CENTER FOR ALCOHOLISM

BUDGET

PERIOD - 1980/1981

| CATEGORIES | CURRENT EXPENDITURES |
|---|---|
| SALARIES | |
| Director | $6,250.00 |
| Janitor | 191.00 |
| Sub-total | 6,441.00 |
| BENEFITS | |
| Taxes | 519.00 |
| Sub-total | 519.00 |
| OTHER GOODS | |
| Education. Mat. | 74.00 |
| Office Supplies | 410.00 |
| Sub-total | 484.00 |
| SERVICES & LEASES | |
| Insurance | 600.00 |
| Rent | 2,028.00 |
| Advertising | 96.00 |
| Tele. Ans. Serv. | 275.00 |
| Sub-total | 2,999.00 |
| MAINT. & UTILITIES | |
| Gas & Electric | 335.00 |
| Telephone | 563.00 |
| Office Maint. | 23.00 |
| Sub-total | 921.00 |
| TRANSPORTATION & TRAVEL | |
| Gasoline, client trans. to detox - | 362.00 |
| Woodland & meetings | 206.00 |
| Sub-total | 568.00 |
| TOTAL | $12,021.00 |

| | |
|---|---|
| Rev. from Yolo County AODA | $9,539.00 |
| Misc. Funds from donations | $2,382.00 |

FILED

JUL 17 1980

CHARLES McNAMEE, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 80-218

(Agreement to Provide Funds for an Alcohol Recovery Home)

THIS AGREEMENT, made and entered into this 15th day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo Alcoholic Recovery Center, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuseto operate Community Alcoholism Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department, hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. The Yolo County Plan requires ADDICTIONS to possess an Alcoholic Recovery home for ambulatory and mentally competent recovering alcoholics who are clients of ADDICTIONS, hereinafter referred to as CLIENTS.
4. ADDICTIONS does not own or operate such an Alcoholic Recovery Home itself.
5. PROVIDER represents it is licensed by the State of California to operate and operates an Alcohol Recovery Home.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholic recovery home under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY's promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide to CLIENTS approved for admission in advance by ADDICTIONS an Alcoholic Recovery home residential facility program emphasizing rehabilitation of residents and their reintegration into the Community. Said advance approval is a condition precedent to COUNTY'S OBLIGATION to pay for services rendered a resident.

b. Designate a representative or representatives for administrative and program affairs.

2. ADDICTIONS' SERVICE OBLIGATIONS:

a. Designate representative or representatives for administrative and program affairs.

b. Approve in advance admission of all CLIENTS for which PROVIDER will seek reimbursement.

c. Review Rehabilitation Plan in accordance with Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with ADDICTIONS' Director.

b. DIRECTOR may designate operation representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except

on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY, ADDICTIONS, or State auditors upon the request of ADDICTIONS representatives. Said request will provide at least one full working day's notice of the impending audit.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

b. PROVIDER shall purchase and maintain for the duration of this agreement, Public Liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions by which CLIENT admission and Rehabilitation Plan approval is obtained from ADDICTIONS, the selection screening process; and role ADDICTIONS is to play in review of PROVIDER'S treatment activities; and any required regular conference scheduling between PROVIDER and ADDICTIONS.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically setout herein and advanced written notice thereof is given ADDICTIONS. Said Action Plan shall include as a minimum provisions that the services to be performed by PROVIDER shall provide a community-based, peergroup-oriented program in a supportive, non-drinking residential facility environment and the specific services which comprise the concept of PROVIDER'S Alcoholic Recovery Home, which shall include, but which will not be limited to, the provision of food, shelter, and supportive counseling.

10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all applicable provisions contained in the Community Services System Manual,

incorporated herein by reference thereto as if fully setout herein.

11. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the term of this Agreement shall be a sum not to exceed TWENTY-NINE THOUSAND FIVE HUNDRED AND TWO DOLLARS ($ 29,502 ) as shown on Line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 11 b - d below for services rendered from the beginning of the term of this agreement through the termination date specified in the Notice of Termination described in Agreement 14, below. Exhibit "C" shall be the basis for and limitation of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that is anticipated PROVIDER will receive from other sources.

b. Payment shall be paid by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceding month. Payment will be made at the provisional rate of $ 16.00 per unit. One unit equals 24 hours room and board and the specific program services herein described. Claim will be adjusted proportionately downward by ADDICTIONS to reflect any resident not approved by ADDICTIONS. Claim must be countersigned and approved by ADDICTIONS.

c. Payments to PROVIDER shall be adjusted to the lower of actual cost or the contract maximum upon the basis of a cost report submitted by PROVIDER within ninety (90) days of agreement at the end of the term of the agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the

PROVIDER'S progress as consistant with this agreement.

e. Approval of this Agreement and of PROVIDER'S records as audited to be accurate are conditions subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at each's last known address.

14. TERM:

a. This Agreement shall commence on July 1, 1980, and terminate on June 30, 1981, unless as otherwise provided herein in Agreement 14 b and c, below.

b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 14 c below.

c. Should the funds granted the COUNTY in the 1980-81 fiscal year State or County final budget to cover the cost of the ADDICTIONS Services be reduced greater than 10% or COUNTY ADDICTIONS program be terminated by local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

d. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for CLIENTS still requiring services of the type PROVIDER renders.

IN WINTESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

YOLO ALCOHOLIC RECOVERY CENTER

BY _____

ADDICTIONS SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
COUNTY COUNSEL

_____

EXHIBIT "A"

WORKING PROTOCOLS

Client Admission - All clients subsidized by Addictions shall be interviewed by the provider representative (Manager) and approved by telephone by the Addictions representative (liaison person).

Client Rehabilitation plans will be approved in the regularly scheduled bi-weekly meetings between the provider representative (manager) and the Addictions representative (liaison person).

Selection screening is essential up to provider subject only to approval by addictions representative. Such approval would be based on available beds, available funds, and appropriateness of client to providers services.

Addictions submits as part of Action Plan the treatment activity schedule as prepared and represented by provider as the provider program. If this is not carried out, then appropriate action should be taken to come to mutual agreement on proposed changes to resume promised activity or to terminate contract.

Provider shall meet on a bi-weekly schedule with Addictions representative to review client progress and plans, provider activities and problems, and provider finances as related to addiction funding.

EXHIBIT "B"

ACTION PLAN

1. Provider shall provide a community based peer group oriented program for recovering alcoholics in a supportive non-drinking residential facility.

2. Provider shall provide food, shelter, and supportive counseling geered towards successful reintegration of clients into the community.

3. Provider shall orient clients to A.A. and its purpose by an explanation of the A.A. philosophy by listening to and discussing the 12 steps of A.A., participation in a certain number of A.A. meetings, on site and off, visiting with successful A.A.'ers, and listening to cassette tapes of speakers and steps.

4. Provider shall discuss the medical aspects of alcohol and nutrition with the clients and provide lectures and discussiins on the effect of alcohol and the issues and physiology of the systems of the body, nutrition, vitamins and the behaviors and psychology of the effects of alcohol.

4. Provider shall supply psychological therapeutic sessions as a group, individual counseling with the director, a beginners therapy group with the director, and assistance with referrals to the Alcohol and Drug Abuse counselors, medical and mental health staff, group therapy with AAODA staff, and information and discussion of responsibilities of interpersonal relationships therapy group.

5. Provider shall provide practical information and discussion of survival techniques in relation to community resources; their availability, location, transportation needed, and tips on how to deal with agencies and workers. Will also provide information regarding Yuba College courses and other adult education and high school courses available.

6. Provider will supply recreational activities at the house, such as pool, board games, cards, arts and crafts, and arrange for cinema passes, swimming, bowling, horseshoes, vollyball croquet, films, library use, college classes, picnics, outings, T.V., radio, and fellowship.

7. Provider will encourage residents to invite guests to dinner on various occasions, visit their homes on weekends and have family members visit them; encourage family counseling and Alanon contacts.

8. Provider will assist residents in designing own progressive program and schedule interviews with client to assess progress.

9. Provider will supply opportunities to develop responsibility for residents' personal decisions and behavior through participation in: resident-only house council, housekeeping tasks, site maintenance, A.A., and dealing with problems arising from living in and sharing a home.

# ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 80 / 81

CONTRACTOR: Yolo Alcohol Recovery Corp.

PROVIDER NO. 5771132

DATE June 1, 1980 COUNTY Yolo

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 01 | Program/ Element/ Component | Residential Treatment | | | | | | 60 |
| 60 | Code | 4 | | | | | | |
| | FUNDING SOURCES | | | | | | | |
| 70 | Medi-Cal, Federal | | | | | | | 70 |
| 71 | Medi-Cal, Non-Federal | | | | | | | 71 |
| 72 | Federal Formula Grant | | | | | | | 72 |
| 73 | SSI | | | | | | | 73 |
| 74 | State Share (90%) | $29,502 | | | | | $29,502 | 74 |
| 75 | County Share (10%) | | | | | | | 75 |
| 76 | County Funds Other | | | | | | | 76 |
| 77 | Fees & Insurance | 14,000 | | | | | 14,000 | 77 |
| 78 | Other | 21,500 | | | | | 21,500 | 78 |
| 80 | (Add lines 70 thru 78) TOTALS | $65,002 | | | | | $65,002 | 80 |

EXHIBIT C

See Reverse Side

FILED

JUL 24 1980

PETER McNAMES, Clerk
By Velia Cooley, Deputy Clerk

AGREEMENT NO. 80-219

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Luke Kim, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who required such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possess the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions setforth below.

1. DESCRIPTION OF SERVICES: PROVIDER shall provide psychiatric evaluations, treatment, and continuing care, as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Director or his designee(s).
2. Services have been performed in contemplation of the execution of this agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of agreement No. 3.
3. PAYMENT:
   a. COUNTY will compensate PROVIDER for said services at the rate of THIRTY DOLLARS ($30.00 ) per hour.
   b. The maximum payments from COUNTY to PROVIDER shall be a sum not to

exceed Seven Thousand, Eight Hundred DOLLARS ($ 7,800.00 ).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of County's Mental Health Services or his designee(s).

4. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent, or contractor of PROVIDER an employee, agent, or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

5. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this agreement, COUNTY does not assume responsibility or agree to defend, indemnify or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

6. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

7. AMENDMENT: This writing, together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. No modifications, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. TERM: This agreement shall commence on execution, and terminate June 30, 1981. This Agreement may be terminated by either party upon thirty (30) days' written notice of the other of such intentions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE

BY _____
(CLERK)

_____
LUKE KIMI M.D.

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM

_____

FILED

JUL 24 1980

JEAN NAMEE, Clerk
By Deputy

AGREEMENT NO. 80-220

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Christian Larsen, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who required such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions setforth below.

1. DESCRIPTION OF SERVICES: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Director or his designee(s).
2. Services have been performed in contemplation of the execution of this agreement. Mental Health Services agreesto pay for said services in accordance with the provisions of agreement No. 3.
3. PAYMENT:
   a. COUNTY will compensate PROVIDER for said services at the rate of TWENTY-FIVE DOLLARS ($25.00 ) per hour.
   b. The maximum payments from COUNTY to PROVIDER shall be a sum not to

exceed Five Thousand, Two Hundred DOLLARS ($ 5,200.00 ).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of COUNTY'S Mental Health Services or his designee(s).

4. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent, or contractor of PROVIDER an employee, agent, or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

5. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

6. COMMUNITY SERVICE SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

7. AMENDMENTS: This writing, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No modifications, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. TERM: This agreement shall commence on execution, and terminate June 30, 1981. This Agreement may be terminated by either party upon thirty (30) days written notice of the other of such intention.

IN WITNESS WHEREOF, the parties have executed this agreement as of

the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE

BY _____
(CLERK)

_____
CHRISTIAN LARSEN, M.D.

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

BK

FILED

JUL 23 1980

ERK, BOARD OF SUPERVISORS

By Deborah Conley-Hand DEPUTY

AGREEMENT NO. 80-221

(For Certain Family Crisis Counseling Services)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Family Services Agency, a private non-profit corporation, hereinafter referred to as FAMILY SERVICE.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as SYSTEM.
2. COUNTY'S responsibilities with respect to the SYSTEM and the funds allocated to it are carried out by COUNTY'S Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. Contemplated client service oriented elements of the SYSTEM include, but are not limited to: a Crisis Unit, a Long-Term Residential Treatment Center, Satellite House Facility Maintenance, a Socialization Center, a Rehabilitation Restaurant, and a Transitional Employment Program.
4. It is anticipated that implementation of the contemplated elements of the SYSTEM will be gradual; and their placement with contractors is not at the time of execution of this Agreement entirely decided.
5. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain family crisis counseling services herein above described. FAMILY SERVICE is prepared to undertake the obligation to provide said services.
6. FAMILY SERVICE and COUNTY, therefore, wish to enter into a contract for the herein described family counseling services.

AGREEMENTS: COUNTY, in consideration of FAMILY SERVICE'S promises contained in hereinafter recited agreements, and FAMILY SERVICE, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. FAMILY SERVICE'S SERVICE OBLIGATIONS:

a. In accordance with applicable State Department of Mental Health Bates Act requirements, attached as Exhibit "A" and incorporated herein by reference thereto, provide to clients of the SYSTEM, upon the written referral of AGENCY or Yolo Community Care Continuum, the following listed services.

1) FAMILY CRISIS COUNSELING: and

2) CASE CONSULTATION AND INFORMATION EXCHANGE: Participating in the treatment planning process under the leadership of AGENCY'S herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

It is expressly understood that Yolo Community Continuum is a third (3rd) party beneficiary of FAMILY SERVICE'S services hereunder.

b. FAMILY SERVICE will submit a monthly statistical report in the format specified by COUNTY'S herein designated representatives.

c. FAMILY SERVICE will designate a representative or representatives for administrative and clinical matters within one week of execution of this Agreement, and so notify COUNTY'S herein designated representatives in writing.

d. FAMILY SERVICE will develop and institute an Equal Employment Opportunity Program Plan designed to ensure that staff of FAMILY SERVICE reflect to the maximum extent feasible, at all levels, the cultural,

linguistic, ethnic, sexual and other social characteristics of the communities FAMILY SERVICE serves. FAMILY SERVICE will submit a copy of the Plan to COUNTY'S herein designated representatives within ninety (90) days of the execution of this Agreement.

e. FAMILY SERVICE will insure that its admissions policies will be in writing, and available to the public. Said admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry.

f. FAMILY SERVICE will send to COUNTY'S herein designated representatives within two (2) weeks of the execution of this agreement a list of capacity, classification and qualifications of persons who will provide the herein contemplated services.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate FAMILY SERVICE'S contribution to the SYSTEM'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Mental Health.

b. CASE MANAGEMENT: Provide case management services.

c. CLINICAL SERVICES:

1) Accept referrals from FAMILY SERVICE for the purposes of EVALUATION, DIAGNOSIS, PRESCRIPTION, and/or TREATMENT services. PERFORM said evaluations, diagnosis, prescription and/or treatment services;

2) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM; and

3) Provide CRISIS INTERVENTION and PSYCHIATRIC consultation and backup SERVICES.

d. DESIGNATE a representative or representatives for administrative and

program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Mental Health.

b. Director of Mental Health may designate operational representatives from time to time in writing to FAMILY SERVICE to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. FAMILY SERVICE may assign, but not sub-contract, its responsibilities on the advance written authorization of COUNTY'S herein designated representative. Said authorization shall not unreasonably be withheld.

b. It is expressly understood by FAMILY SERVICE that a grant of permission to assign by the AGENCY is not a release of FAMILY SERVICE from accountability for any of the obligations and conditions set out in this Agreement.

5. RECORDS:

a. FAMILY SERVICE shall for the later of four (4) years or the resolution of outstanding audit findings, maintain, and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

b. FAMILY SERVICE shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. STATE, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness,

and timeliness of services performed and to audit and inspect any books and records of FAMILY SERVICE which pertain to services performed and determination of amounts payable hereunder.

c. FAMILY SERVICE agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Systems Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency witholds from subsequent payments any amount of money, as a result of FAMILY SERVICE'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State or Local law, regulation or ordinance made applicable thereby.

FAMILY SERVICE agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that FAMILY SERVICE is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. FAMILY SERVICE shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. FAMILY SERVICE agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

a. FAMILY SERVICE agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from FAMILY

SERVICE'S performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, FAMILY SERVICE shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $500,000/$500,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. EQUAL OPPORTUNITY IN EMPLOYMENT: FAMILY SERVICE will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion national origin or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action", as sanctioned and authorized by State and Federal statute and regulation and court decision.

9. COMPLIANCE WITH CODE: FAMILY SERVICE agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations Section 2-5150 regarding confidentialtiy of patient information.

10. PAYMENT:

a. Within a reasonable time from FAMILY SERVICE'S submission of an invoice which attaches the statistical report described hereinabove in Agreement 1 (b), details work performed in the preceeding month and claims the amount due for the month, and upon the acceptance of the Director of Mental Health Services of the statistical report as complete and reflective of the satisfactory progress of FAMILY SERVICE toward its objectives, COUNTY will pay FAMILY SERVICE'S prevailing rate

for services rendered and reimbursement of training costs in accordance with FAMILY SERVICE'S rate schedule, attached hereto as Exhibit "B" and incorporated herein by reference thereto.

b. The maximum total payment to FAMILY SERVICE under the terms of this Agreement will not exceed the lesser of the cost of operating the services which are the subject of this Agreement, or $14,968 DOLLARS. The accumulation of monthly payments made by COUNTY to FAMILY SERVICE will be reconciled to FAMILY SERVICE operating costs by FAMILY SERVICE be vehicle of a cost report to AGENCY within ninety (90) days of the close of the COUNTY fiscal year. Any funds paid over cost will be returned by FAMILY SERVICE to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimburse FAMILY SERVICE for those costs up to the total hereinabove recited maximum.

c. Where a herein recited report or claim is due from FAMILY SERVICE within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of FAMILY SERVICE'S progress to be as agreed.

d. Approval of FAMILY SERVICE'S records as audited to be accurate and in compliance with all applicable guidelines and regulations is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

e. Submission of the Equal Employment Opportunity Plan hereinabove described is a condition precedent to COUNTY'S obligation to pay the claim for the month in which the Plan is due.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precent or subsequent or any other condition precedent or sub-

sequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of FAMILY SERVICE'S bankruptcy or insolvency it is agreed that COUNTY in pressing claims pursuant to this Agreement will be recognized as a creditor of first priority.

11. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached thereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

12. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to FAMILY SERVICE or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

13. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred person still requiring services of the type FAMILY SERVICE renders.

/ / / / /

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____ (Deputy)

FAMILY SERVICE AGENCY

BY _____
PRESIDENT

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
COUNTY COUNSEL

BY _____

EXHIBIT "A"

Assembly Bill No. 3052

CHAPTER 1233

An act to add Chapter 5 (commencing with Section 5450) to Part 1 of Division 5 of the Welfare and Institutions Code, relating to mental health, and making an appropriation therefor.

[Approved by Governor September 26, 1978. Filed with Secretary of State September 27, 1978.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3052, Bates. Mental health: community residential treatment system.

Existing statutes do not provide for a community mental health residential treatment system.

This bill would express various legislative findings and declarations and intents.

This bill would authorize the counties to implement the community residential treatment system, as specified, with county allocations or, as new moneys become available, by applying for state funds. This bill would specify, for applicant counties, eligibility criteria, including facilities, staffing patterns, program, and coordination, as specified. This bill would require demonstrated preexisting satisfactory applicant capability in elements of crisis units and case management systems, as specified. This bill would specify as system program elements: short-term crisis residential programs, long-term residential treatment programs, transitional residential programs, semisupervised, independent, but structured living arrangements, noninstitutional rehabilitationally focused day treatment programs, and socialization centers. This bill would provide for coordination, evaluation, surveys, and licensing and related reports, and would require requesting counties to incorporate the approved system program into the county Short-Doyle program. The bill would require appointment of an advisory committee to screen applications.

This bill would appropriate $3,000,000 for the purposes of this act.

Appropriation: yes.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares that the current mental health system provides insufficient alternatives to institutionalization and hospitalization for those citizens entering that system, and further finds and declares that the need exists for a full system of alternatives to institutional settings which have as a focus the rehabilitation of clients of the mental health system, and further finds and declares that a full system of alternatives to institutionalization, with coordination in each county, is necessary to

provide a real alternative to institutionalization.

SEC. 2. Chapter 5 (commencing with Section 5450) is added to Part 1 of Division 5 of the Welfare and Institutions Code, to read:

CHAPTER 5. COMMUNITY RESIDENTIAL TREATMENT SYSTEM

5450. It is the intent of the Legislature to establish a statewide system of residential treatment programs which provide, in each county, a range of available services which will be alternatives to institutional care and are based on principles of residential, community-based treatment.

5450.1. It is further the intent of the Legislature that community residential mental health programs in the State of California be developed in accordance with the guidelines and principles set forth in this chapter. To this end, counties may implement the community residential treatment system described in this chapter either with available county allocations or, as new moneys become available, by applying for funds to the State Department of Mental Health.

5450.2. It is further the intent of the Legislature to provide guidelines for such a system to the applicants, while allowing each applicant the flexibility to design a system specific to the nature of the community and the needs of the clients.

5451. It is further the intent of the Legislature that the State Director of Mental Health, in allocating funds available for programs which serve as alternatives to institutionalization, follow the guidelines and principles developed in this legislation.

5453. The State Director of Mental Health shall use the following as criteria in determining the eligibility of each applicant:

(a) Facilities.

(1) Settings, whether residential or day, shall be as close to a normal home environment as possible without sacrificing client [illegible] or care.

(2) Residential treatment centers shall be relatively small, preferably 15 beds or less, but in any case with the appearance of a noninstitutional setting.

(3) The individual elements of the system shall, where possible, be in separate facilities, and not part of one large facility attempting to serve an entire range of clients.

(b) Staffing patterns.

(1) Staffing patterns shall reflect, to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.

(2) The programs shall be designed to use appropriate multidisciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.

(3) Programs shall be encouraged to use paraprofessionals where appropriate.

(c) Programs.



(1) The programs shall, to the maximum extent feasible, be designed so as to reduce the dependence on psychiatric medications as a primary treatment tool.

(2) The programs shall have a rehabilitation focus which encourages the client to develop the skills to become self-sufficient and capable of increasing levels of independent functioning. Where appropriate, they shall include prevocational and vocational programs.

(3) The program shall encourage the participation of the clients in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.

(4) Participation in any element of the system shall not preclude the involvement of clients in individual therapy. Individual therapists of clients shall, where possible, be directly involved in the development and implementation of a treatment plan, including medication and day program decisions.

(d) Coordination:

The programs shall demonstrate specific linkages with one another, and with the general treatment and social service system, as a whole. These connections should not be limited to the mental health system, but should include, whenever possible, community resources utilized by the general population.

5454. The system shall be designed to coordinate with current elements of local agencies. Counties shall, in applying, demonstrate how they will coordinate their new system elements with in-place elements. The counties shall in particular demonstrate preexisting satisfactory capability in the following two elements: (1) a crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis; and (2) a case management system in which the case manager serves as a coordinator to assure the cooperative operation of the various elements of the system and to act as an active advocate for the clients in the system. The case manager shall assure that each client receives the appropriate type of service. The case manager shall meet regularly with clients, work closely with program staff and serve as an advocate. The case manager shall work directly with the client and the system to assure continuity of care between the service elements of the system. All case managers shall be under the direct supervision of a psychiatrist, psychologist or a social worker with a master's degree.

(b) Counties may apply for funds for these two elements as part of the application procedure for this system, if additional capability in these elements is necessary to the appropriate functioning of the system.

5455. The following shall be the program elements of the system. These shall be designed to provide, at every level, alternatives to institutional settings. Counties in applying for these funds shall show how each of these elements works with the current programs and in-place programs. Counties may apply for funds in the following

tegories.

(a) A short-term crisis residential alternative to hospitalization for individuals experiencing an acute episode or situational crisis requiring temporary removal from their home environment. The program shall be available for admissions 24 hours a day, seven days a week. The primary focus of this element shall be on reduction of the crisis, stabilization, and a diagnostic assessment of the person's existing support system, including recommendations for referrals upon discharge.

The services in the program shall include, but not be limited to, provision for direct family work, connections to prevocational and vocational programs, development of a support system, including income and treatment referrals. This service shall be designed for persons who would otherwise be referred to an inpatient unit, either a unit in the state hospital. It shall be a 24-hour program, with an emphasis on stabilization and appropriate referral for further treatment or support services, or both.

(b) A long-term residential treatment program, with a full day treatment component as a part of the service, for persons who may require intensive support for as long as two or three years. This service shall be designed to provide a rehabilitation program for the so-called "chronic" patient who needs long-term support in order to develop independent living skills. The clients in this program will be those who would otherwise be living marginally in the community with little or no service support, and who would return many times to the hospital for treatment. It also will serve those who are referred to, and maintained in, state hospitals or nursing homes because they require long-term, intensive support. This program goes beyond maintenance to provide an active rehabilitation focus for these individuals.

The services shall include, but not be limited to, intensive diagnostic work, including learning disability assessment, full day treatment program with an active prevocational and vocational component, special education services, outreach to develop linkages with the general social service system, and counseling to aid clients in developing the skills to move toward a less structured setting.

(c) A transitional residential program designed for persons who are able to take part in programs in the general community, but who, without the support of counseling, as well as the therapeutic community, would be at risk of returning to the hospital. These programs may employ a variety of staffing patterns and are for persons who may be expected to move toward a more independent living setting within approximately three months to one year. The clients shall be expected to play a major role in the functioning of the household, and shall be encouraged to accept increasing levels of responsibility, both in the residential community, and in the community as a whole. Residents are required to be involved in daytime activities outside of the house which are relevant to their



personal goals and conducive to their achieving more self-sufficiency.

The services include, but are not limited to, counseling and ongoing assessment, development of support systems in the community, a day program which encourages interaction between clients and the community-at-large, and an activity program that encourages socialization and utilization of general community resources.

(d) A semisupervised, independent, but structured living arrangement for persons who do not need the intensive support of the other system elements, but, who, without some support and structure, are at risk to return to a condition requiring hospitalization. The individual apartments or houses are shared by three to five persons. The small cooperative housing units shall function as independent households with direct linkages to staff support in case of emergencies, as well as for regular assessment and evaluation meetings. Individuals may use satellite housing as a transition to independent living, or may remain in this setting indefinitely in order to avoid the need for more intensive settings.

This element is for persons who only need minimum support in order to live in the community. These individuals may require rent subsidy, as well as the backup of another system in order to remain in this setting. The satellite units should be as normative as the general living arrangements in the communities in which they are developed.

(e) In areas applying for a system where there is no day treatment program, or where the day treatment program is housed totally in a hospital, the county shall be encouraged to develop such a program, consistent with the principles and practices outlined above, in a noninstitutional setting and employing a rehabilitation focus. Where there are already existing services, efforts should be made to assure the capability of such day treatment services with the goals of the system elements. This may require the relocation of such services or the addition of staff.

(f) The socialization centers shall be designed to serve a broad range of clients, including those in the system elements, when appropriate, as well as persons living in the community, in general. This service is designed to provide regular daytime, evening, and weekend activities for persons who require long-term, structured support, but who do not receive such services in their living setting. Although the socialization center is meant to provide a maintenance support program for those individuals who only wish or require regular socialization opportunities, the programs should also provide the opportunity to develop the skills to move toward more independent functioning.

The services shall include, but not be limited to, outings, recreational activities, cultural events, linkages to community resources, as well as prevocational counseling, life skills training, and

other rehabilitation efforts. This program is for persons who would lose contact with a social or treatment system, or both, if left to their isolated living situation, or their ability to participate in activities for the "general public." With this level of support, persons would be able to lead full and active lives, with the opportunity to develop the skills to move toward independent living.

5459. The system programs shall be able to demonstrate the manner in which they will be coordinated with one another, as well as with the other treatment services in their area. The system shall be developed in such a way that clients may move within the continuum to the most appropriate, least restrictive level of service. The system shall also allow for direct referral of clients, without requiring that a person pass through the entire system to reach the most appropriate level.

5460. Each applying county shall demonstrate the manner in which the system will be evaluated, both as individual elements, and as a system. An adequate proportion of funds shall be applied to the development and implementation of an appropriate evaluation system for these programs. This evaluation shall include appropriate client outcome measures and program review of each element in the system. By December 31, 1980, the State Department of Mental Health shall conduct or contract for the evaluation. The evaluation report shall then be transmitted to the Legislature.

5461. In order to avoid duplication of services, as well as duplication of planning, the approved system programs shall show that they have been incorporated into the county Short-Doyle plan developed for the year the system is to be implemented. Grants for the system will be made to the counties, who shall, in turn, develop contracts for the service elements as outlined in the proposal.

5462. The Director of the Department of Mental Health shall establish an advisory committee to screen all system proposals and make recommendations as to approval. The advisory committee shall consist of at least nine members, 51 percent of whom shall be consumers. Of the provider members, at least two shall be representatives of the California Association of Social Rehabilitation Agencies. The members shall be appointed by the Director of Mental Health.

5463. All counties applying for a system grant shall include a survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs.

5464. Facilities funded pursuant to this section shall be licensed under existing licensing categories, including provisional licenses. The director shall review the appropriateness of these licensing categories. If the director determines that new licensing categories are necessary, he shall issue a report and recommendations to the Legislature.



SEC. 3. There is hereby appropriated from the General Fund to the Department of Mental Health the sum of three million dollars ($3,000,000) for expenditure for the programs established pursuant to Chapter 5 (commencing with Section 5450) of Part 1 of Division 5 of the Welfare and Institutions Code, as enacted by this act.

EXHIBIT "B"

# YOLO FAMILY SERVICE AGENCY

MIDTOWN BUILDING SUITE 103
327 COLLEGE STREET

WOODLAND, CALIFORNIA 95695 • PH. 662-2311

## RATE SCHEDULE

November 1, 197

These rates, based on actual hours of client contact, will include required reporting, consultation with county staff, office expenses, and supportive services.

| | |
|---|---|
| Individual or Couple Psychotherapy- (based on cost to Agency of providing the service) | $ 34.00 per hour |
| Family Therapy - (when co therapists are used - families with four or more members) | $ 40.00 per hour |
| Groups - | $ 10.00 per hour per person |

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| | |
|---|---|
| Staff Training - (salaries) | $ 5.92 - $ 11.00 per hour |
| Registration or training fees, if any. | |
| Transportation | $ .20 per mile |

FAMILY SERVICE

FILED

JUL 24 1980

PETER

AGREEMENT NO. 80-222

(AGREEMENT TO PROVIDE CERTAIN CRISIS SERVICES)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980 by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SUICIDE PREVENTION of YOLO COUNTY, a non-profit association, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives Short Doyle and Bates Act funds from the State Department of Mental Health Services to operate Community Mental Health Programs, including an augmented community residential treatment system.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan" and the provisions of the Bates Act requirements for funding and application for funding.
3. The above requires MENTAL HEALTH to offer certain specific crisis services for residents of Yolo County needing such services, hereinafter referred to as CLIENTS.
4. MENTAL HEALTH's ability to itself offer such services is limited.
5. PROVIDER represents it can provide such services.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of certain crisis services under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Bates Act and Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide to CLIENTS Crisis Services emphasizing suicide prevention and crisis intervention. MENTAL HEALTH advance approval is required for admission of the family of a chronic CLIENT to counseling and is a condition precedent to COUNTY'S obligation to pay for services rendered a CLIENT'S family.

   b. Designate a representative or representatives for administrative and program affairs.

2. MENTAL HEALTH'S SERVICE OBLIGATION:

   a. Designate representative or representatives for administrative and program affairs.

   b. Approve in advance admission of all CLIENTS for which PROVIDER will seek reimbursement.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

   a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program Chief of Mental Health Services.

   b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

b. COUNTY may assign this agreement to Yolo Community Care Continuum, Inc.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.

b. PROVIDER shall make said records available for audit by COUNTY, MENTAL HEALTH or STATE auditors upon the request of MENTAL HEALTH'S representatives. Said request will provide at least one full working day's notice of the impending audit.

c. LIABILITY:

A. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

B. [illegible]

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be

solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security, PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically setout herein, is in writing, and represents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said Working Protocols shall include as a minimum provisions by which CLIENT family admission to counseling approval is obtained from MENTAL HEALTH; the selection screening process; and any role Mental Health is to pay in review of PROVIDER'S treatment activities.

9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully setout herein, but may be modified without formal amendment of this Agreement, so long as said modification does not vary the provisions

specifically setout herein and advance written notice thereof is given MENTAL HEALTH. Said Action Plan shall include as a minimum provisions that PROVIDER shall provide a professionally coordinated 24 hour per day crisis telephone answering service staffed by trained listeners to provide crisis intervention; shall provide VOLUNTEER training in suicide prevention and crisis intervention; shall provide Public Information Services as specified in the Action Plan on suicide, its prevention, and crisis intervention; shall provide counseling to the families of the chronically mentally ill; and that all services will be offered on a county-wide basis. Admission policies shall be in writing and available to the public; said admissions policies will state that patient or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin or ancestry.

10. COMPLIANCE WITH CODE

A. PROVIDER agrees to comply with all applicable provisions of the Community Services System Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

11. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the term of this Agreement shall be a sum not to exceed $1,761 Short-Doyle Funds and $9,142 Bates Funds ($10,903 ) as shown on Line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 11b - d below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in Agreement 14, below. Exhibit "C" shall be the basis for and limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes

additional revenues that is anticipated PROVIDER will receive from other sources.

b. Advancement of cost based on PROVIDER'S projection of the following month's costs shall be made by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered and PROVIDER costs during the preceeding month. Claim will be adjusted proportionately downward by MENTAL HEALTH to reflect any CLIENTS not approved by MENTAL HEALTH.

c. Payments to PROVIDER shall be adjusted to the lower of actual cost or contract maximum upon the basis of a cost report submitted by PROVIDER within 90 days of the end of the term of the Agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY's herein designated representative of the PROVIDER'S progress consistent with this agreement.

e. Approval of this Agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by an exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall

be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of each.

14. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accomodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action", as sanctioned and authorized by State and Federal Statute and regulation and court decision.

15. TERM:

a. This Agreement shall commence on July 1, 1980 and terminate on June 30, 1981, unless as otherwise provided herein Agreement 14 b and c below.

b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 14 c below.

c. Should the funds granted the COUNTY in the 1979-80 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY Mental Health Program be terminated by local authorities, than the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

d. Should PROVIDER terminate prior to the end of a month PROVIDER will return to COUNTY an amount equal to the monthly amount times the proportion of days remaining in the month to the total days of the month for which payment was advanced.

e. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for CLIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Chairman Of The Board of Supervisors

SUICIDE PREVENTION OF YOLO COUNTY

BY

ATTEST:

PETER J. McNAMEE, Clerk

DEPUTY

MENTAL HEALTH SERVICES

BY

DIRECTOR/PROGRAM CHIEF

APPROVED AS TO FORM

EXHIBIT "A"

WORKING PROTOCOLS

1. Approval of Client admission to counseling will be obtained by contacting the MENTAL HEALTH Program Coordinator for Adult Programs who will confirm that approval in writing.

2. Selection Screening Process: Referral from COUNTY'S MENTAL HEALTH Department.

3. MENTAL HEALTH'S review of Suicide Prevention's Treatment Process will be subsumed under the Bates Act grant case management process and through MENTAL HEALTH Program Coordinator for Adult Programs.

4. Program Chief of MENTAL HEALTH will approve the choice for professional director.

5. Records referred to in the provisions of the agreement are financial and statistical records only. All parties agree that the references to records do not include confidential client information.

EXHIBIT "B"

ACTION PLAN

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the highly disturbed citizens of Yolo County communities and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

1. TELEPHONE SERVICE

    a. Providing professionally coordinated telephone service 24-hours per day, 365 days per year utilizing an answering service.

2. VOLUNTEER TRAINING

    a. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

    b. Ongoing training during monthly meetings.

3. PUBLIC INFORMATION SERVICES

    a. Annual Public information series on suicide prevention and crisis intervention (coordinated with volunteer training).

    b. Informational material dispensed through local newspapers and radio.

    c. Speakers supplied to interested community, church, and service troups.

    d. Periodic advertising through local media.

    e. Posters supplied to dorms and off-campus housing groups.

4. Counselling to families of the chronically mentally ill.

Admissions policies will be in writing, and available to the public; said admissions policies will state that patient or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry.

Exhibit C

PROGRAM BUDGET

81 FISCAL YEAR
57 COUNTY OF Yolo
DATE 7-4-80

CONTRACTOR: Suicide Prevention of Yolo County
PROVIDER NO: 5713

SEE REVERSE SIDE

| ITEMS / SERVICE TYPE / COST CENTER | 01 Funding Community Services 00 | | 02 Funding Community Services 00 | | | | | | | TOTAL | ITEMS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 SALARIES & WAGES | | | | | | | | | | | 1 |
| 5 OPERATING EXPENSES | | | | | | | | | | | 5 |
| 10 EQUIPMENT | | | | | | | | | | | 10 |
| 15 SPACE COST | | | | | | | | | | | 15 |
| 20 OTHER | | | | | | | | | | | 20 |
| 40 CONTRACTS | 1,761 | | 9,142 | | | | | | | 10,903 | 40 |
| 45 GROSS COST | 1,761 | | 9,412 | | | | | | | 10,903 | 45 |
| 50 SAVINGS | | | | | | | | | | | 50 |
| 51 SUBTOTAL GROSS COST | 1,761 | | 9,142 | | | | | | | 10,903 | 51 |
| 60 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION | | | | | | | | | | | 60 |
| 65 ADJUSTED GROSS COST | 1,761 | | 9,142 | | | | | | | 10,903 | 65 |
| 68 REVENUES | | | | | | | | | | | 68 |
| 69 a. GRANTS | | | | | | | | | | | 69 |
| 70 b. PATIENT FEES | | | | | | | | | | | 70 |
| 71 c. PATIENT INSURANCE | | | | | | | | | | | 71 |
| 72 d. MEDI-CAL - FEDERAL | | | | | | | | | | | 72 |
| 73 e. MEDI-CAL - NON-FEDERAL | | | | | | | | | | | 73 |
| 74 f. MEDICARE | | | | | | | | | | | 74 |
| 75 g. OTHER | | | | | | | | | | | 75 |
| 76 h. (h) - FEDERAL FUNDS/MOU | | | | | | | | | | | 76 |
| 77 TOTAL REVENUES | -0- | | -0- | | | | | | | -0- | 77 |
| 82 NET COST | 1,761 | | 9,142 | | | | | | | 10,903 | 82 |
| UNITS OF SERVICE | | | | | | | | | | | |
| 85 COST PER UNIT OF SERVICE DIVIDE LINE 65 BY 82 | $ NPR-01 | $ | $ NPR-01 | $ | $ | $ | $ | $ | $ | $ | 85 |

APPROVED BY _____

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect servcies, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

AGREEMENT NO. 80-223

(For Certain Services Constituting a Nutrition Program)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Muriel R. Brandt, R.D., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Health Services to develop, implement, and operate a Special Supplemental Food Program for Women, Infants, and Children, hereinafter referred to as WIC.
2. COUNTY'S responsibilities with respect to WIC and the funds allocated to it are carried out by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.
3. There are insufficient AGENCY staff available to independently develop, implement, and operate all elements of WIC.
4. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain services as described. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:
   a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto,

provide the following listed services:

1) Draft the 1982 NUTRITION PLAN, acceptable to State Department of Health Services WIC Staff by May 15, 1981.

2) Plan, organize, and perform ongoing WIC Nutrition Screening and certification training for designated agency staff and establish and monitor control mechanisms for ensuring trained staff adhere to their training in practice.

3) Plan, organize, direct, coordinate, and control a Nutrition Education Program for clients, including materials to be used on an ongoing basis.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S contribution to WIC in accordance with the requirements and criteria promulgated from time to time by the State Department of Health Services.

b. Designate a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Public Health.

b. Director of Public Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks and liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign, or sub-contract, its responsibilities which are hereby recognized to be unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely

liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, PROVIDER shall purchase and maintain for the duration of this Agreement, Professional Liability Insurance in the amount of at least $200,000/$600,000 specifically naming COUNTY as a co-insured party thereto for all purposes.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum: any selection screening process; the respective roles of AGENCY and PROVIDER in WIC program operations; AGENCY'S operational representatives and their functions; any role AGENCY is to play in review of PROVIDER'S professional activities; state that patients or clients will be accepted for services by PROVIDER without adverse discrimination based upon race, color, religion, sex, handicap, marital status, national origin, affiliation preference, or ancestry; provisions describing PROVIDER'S procedure for identifying clinical needs and referring clients

to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY that said referrals of WIC clients shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY; provisions listing and describing the specific services which are the subject of this Agreement; the operational plan for rendering these services; the capacity and classifications of persons who will provide said services; provisions listing required PROVIDER licenses, if any; and target dates for obtaining, and dates obtained provisionally and finally.

8. COMPLIANCE WITH CODE: PROVIDER agrees to comply with all applicable provisions of State, Federal, and Local statutes or regulatory acts or procedures.

9. PAYMENT:

a. Within a reasonable time from PROVIDER'S submission of an invoice which details work performed in the preceeding month by program element, and claims the amount due for the month, and upon the acceptance of the Director of Public Health Services or his designee PROVIDER'S progress towards its objectives as satisfactory, COUNTY will pay PROVIDER Five Hundred Seventeen & Fifty Cents DOLLARS ($ 517.50 ) per month for services rendered.

b. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed Six Thousand, Two Hundred & Ten DOLLARS ($ 6,210.).

c. Where a herein recited deadline, report, or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed.

d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or

subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

f. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY in pressing claims pursuant to this Agreement will be recognized as the creditor of first priority.

12. AMENDMENTS: Except as provided herein, the body of this Agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

13. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

14. TERM:

a. This Agreement shall commence upon execution and shall continue in full force unless cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requring services of the type PROVIDER renders.

/ / / / / / /

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMME, CLERK

BY _____
(Deputy)

_____
Muriel R. Brandt, R.D.

PUBLIC HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
JAMES B. HUCK

_____

EXHIBIT "A"

WORKING PROTOCOL

1. The Provider shall be responsible for ensuring that the nutrition plan is written, implemented, and evaluated in accordance with State Department of Health Services WIC requirements.

2. Agency's operational representatives:
   The Director of Nursing Services of the Agency will have overall operational responsibility for the WIC Program. It will be the responsibility of the Director of Nursing to ensure that the WIC Program meets State and Federal standards and the program is run in accordance with generally accepted professional and business practices. To this end the Provider will keep the Director of Nursing Services fully informed of the activities relating to the nutrition education component of the WIC Program.

3. For all other issues refer to State WIC Program Manual which may be found in the office of the Director of Nursing, 10 Cottonwood Street, Woodland.

BK

Yuba College Yuba Community College District

North Beale Road & Linda Avenue Marysville, California 95901 Telephone (916) 742-7351

CENTERS AT
BEALE A.F.B.
WOODLAND
LAKE CO.
COLUSA CO.
SERVICE CENTER

YOLO COUNTY
AGREEMENT NO. 80-224

MEMORANDUM OF AGREEMENT

Between

YUBA COMMUNITY COLLEGE VOCATIONAL NURSING PROGRAM

and

YOLO GENERAL HOSPITAL

July 1, 1980 - June 30, 1981

FILED
JUL 24 1980
PETER McNAMEE, Clerk
By Debra Gail Kirkland
DEPUTY

I. AFFILIATING AGENCY:

The Yuba Community College Vocational Nursing Program (hereinafter called the SCHOOL) and the YOLO GENERAL HOSPITAL (hereinafter called the AFFILIATING HOSPITAL).

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept vocational nursing students for supervised nursing experience and concurrent clinical instruction.

III. THE AFFILIATING HOSPITAL AGREES TO:

A. Permit each student who is designated by the SCHOOL, pursuant to paragraph IV-A, to receive clinical nursing experience at the AFFILIATING HOSPITAL in those services agreeable to the SCHOOL and the AFFILIATING HOSPITAL, and shall furnish or permit such students and nursing instructors free access to all areas necessary in the accomplishment of this purpose.

B. Accept all students without consideration of race, color, creed, sex, age, or national origin, and see that all students assigned to hospital receive training without discrimination as to patient assignments or personal facilities.

R-10 DANIEL S. WALKER
District Superintendent and President

ALDEO H. BRILL
Assistant Superintendent and Vice President

ROBERT J. GARFY
Assistant Superintendent for Business Services

GOVERNING BOARD OF TRUSTEES
Pres. Nordshon Johnson, Esparto
V-Pres. Fred Sankey, Colusa
Clerk Walter Nock, Live Oak
Ted George, Yuba City
Dorothy Leathers, Woodland
Richard Markle, Marysville
George Nicholau, Marysville

C. Provide a suitable room for use in counseling and teaching at the hospital.

D. Observe the following personnel policies regarding students:

1. Grant regulation coffee breaks.

2. Provide suitable dressing rooms with locker space and locks for both men and women affiliates when available.

3. Allow the same cafeteria and restroom privileges provided all employees.

4. Accept the required student school uniform.

IV. THE SCHOOL AGREES TO:

A. Select the students to be enrolled in the nursing program and to be assigned for clinical experience at the AFFILIATING HOSPITAL in such numbers as are mutually agreed upon by both parties.

B. Provide classroom instruction (Vocational Nursing students to be given at least three [3] weeks of pre-clinical instruction in theory and practice prior to hospital assignment).

C. Provide one instructor for a maximum of fifteen (15) students. This instructor will be a well qualified, certificated, registered professional nurse agreeable to the AFFILIATING HOSPITAL, and will:

1. Give close supervision, guidance and counseling to the Vocational Nurse trainees.

2. Assign patient care and nursing experiences which will:

a. be made by the SCHOOL in consultation with the AFFILIATING HOSPITAL

b. be in accordance with Section 2534 of the Board of Vocational Nursing Rules and Regulations.

c. recognize that the hospital retains responsibility for care of the patient.

3. Designate rotation to services, service assignments, and time spent in clinical experience which will be determined by the SCHOOL in cooperation with the AFFILIATING HOSPITAL.

D. Meet periodically with the hospital staff for assistance with the curriculum policies and integration of educational program through Advisory Board Committees.

E. Submit the following information to the AFFILIATING HOSPITAL:

1. A statement of the number of expected affiliating students at least one week prior to the affiliation date.

2. Advance notification of student vacation periods to the Director of Nursing Service.

F. Carry a comprehensive general public liability and property damage insurance policy in the amount of $1,000,000 liability for each person for bodily injury and $1,000,000 property damage. The SCHOOL shall file with the hospital a Certificate of Insurance showing that such insurance is in full force and effect, and that the hospital is named as an additional insured under such policy; and the SCHOOL shall provide the hospital not less than ten (10) days' notice of any cancellation of this policy.

G. Require students to purchase mal-practice insurance.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not justify his/her continuance within the SCHOOL. The AFFILIATING HOSPITAL, in consultation with the SCHOOL, will have the right to refuse a student who, in its experience, is not participating satisfactorily in the program.

VI. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least two months' notice shall be given by either participating agency and that students enrolled in the several services shall be given an opportunity to complete the full program offered in these services.

AFFILIATING HOSPITAL:

Date: July 23, 1980

Signed: Twyla J Thompson

SCHOOL:

Date:

Signed:

Dr. Daniel G. Walker
District Superintendent
and President
Yuba Community College District

APPROVED AS TO FORM
GEORGE MACK

Elizabeth A. Holtz

BK 64

rescinded by Agreement 80- Minute Order 80-723

AGREEMENT NO. 80-225

(Agreement Providing for the Administration of War on Poverty Programs in Yolo County, California)

THIS AGREEMENT, made and entered into this 22nd day of July, 1980, by and between the Yolo County Board of Supervisors as the Community Action Agency for Yolo County, hereinafter referred to as Designating Officials, and the ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as COMMISSION,

W I T N E S S E T H:

WHEREAS, the Yolo County Board of Supervisors on May 13, 1968, designated itself as the Community Action Agency for Yolo County and has since received recognition as such from the Federal Office of Economic Opportunity; and

WHEREAS, there currently exists the Economic Opportunity Commission of Yolo County, Inc., a non-profit corporation, which is administering the various war on poverty programs in Yolo County; and

WHEREAS, it is deemed to be in the best interests of all parties and persons concerned that this non-profit corporation continue to administer the war on poverty programs in Yolo County.

NOW, THEREFORE, the parties to this agreement do hereby agree as follows:

ITEM 1 - PURPOSE

The purpose of the Yolo County Community Action Agency is to provide a sufficient number of projects or components to provide in total a range of services and activities having a measurable and potentially major impact on the causes of poverty in the areas of the County where poverty is a particularly acute problem.

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OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P.O. BOX 127 WOODLAND, CA 95695 TEL. NO. (916) 666-8275

ITEM II - GOVERNING OFFICIALS

A. MEMBERSHIP: The Designating Officials of the Yolo County Community Action Agency shall be the Yolo County Board of Supervisors.

B. POWERS: The Designating Officials shall have the following powers:

1. To be the grantee with the Community Service Administration;

2. In accordance with the provisions set forth below, the appointment and discharge of the Executive Director of the COMMISSION.

3. Final approval of all personnel policies, program policies and fiscal policies;

4. Final approval and disapproval of overall program plans and priorities;

5. Final approval and disapproval of all program proposals and budgets;

6. Final approval and disapproval of all delegate agency agreements;

7. Enforcement of compliance with all conditions of CSA grants;

8. Selection of its own officers and committees and establishment of rules of procedure;

9. Referral of action upon each of the foregoing matters to the Community Action Board for recommendation.

C. MEETINGS: The Designating Officials shall meet at least once a month at a date and time to be made public at least one week in advance of said meeting.

D. PARTICIPATION: It is the policy of the Designating Officials that its participation in the various poverty programs and projects shall be contingent upon the availability of Federal and State funds for support of the program and projects.

ITEM III - COMMUNITY ACTION BOARD

A. DESIGNATION: The administering board of the Economic Opportunity

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TEL NO. (916) FTS 8231

Commission of Yolo County, Inc., shall constitute the Community Action Board of the Yolo County Community Action Agency.

B. MEMBERSHIP: Membership of the Community Action Board shall be in accordance with Federal statutes and regulations governing membership.

1. Number: The Community Action Board shall consist of fifteen (15) members.

2. Structure: At least one-third of the Community Action Board shall be representatives of the poor in Yolo County; not more than one-third shall be public officials as defined by 45 Code of Federal Regulations Part 1062 dated May 14, 1979; the remaining number shall represent private organizations and interests. Any member selected to represent a given geographical area must reside in that area.

3. Method of Selection.

a. Representatives of the poor shall be selected by a democratic selection process which insures maximum feasible participation of the poor.

b. Public officials shall be selected by the Designating Officials.

c. Representatives of private organizations and interests shall be selected by the organizations and interests themselves.

4. Term of Office: Members of the Community Action Board, other than public officials or their representatives, shall not serve for more than five (5) consecutive years without a one (1) year break in service, nor more than a total of ten (10) years.

5. Change in Membership:

a. Any community agency or any representative group of the poor which feel themselves inadequately represented may petition for adequate

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representation. The petition must be submitted in writing to the Community Action Board accompanied by a statement of the reason the group feels that it is not adequately represented.

b. The petition will be heard at a public meeting of the Community Action Board which shall prepare a written statement of its actions and submit a copy to the Regional Office of CSA.

c. If a petition is approved, the Community Action Board, after consultation with the Designating Officials, shall take the necessary action to realign the total membership to maintain the proper representation of public officials and the poor as required by law.

C. POWERS: The Community Action Board shall have the following powers:

1. All powers of the Designating Officials as described in ITEM II-B which are not directly exercised by those officials or delegated to area policy boards.

a. The Designating Officals may exercise their powers by approval, disapproval, or a decision to take no action upon a matter.

b. No failure of the Designating Officials directly to exercise such powers shall be deemed to exist until 45 days after written request for such exercise shall have been filed with the Clerk of the Designating Officials by the Community Action Board.

2. The right to reasonable advance notice of, and an opportunity to make recommendations to the Designating Officals concerning the exercise of all powers listed in ITEM II-B which those officials have not delegated to the Community Action Board.

3. Supervision of the administration of all CSA policies and standards and of all program, administrative and financial policies and rules adopted by

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the Designating Officials, including elaboration, supervision, and enforcement in the first instance, of all such policies and rules.

4. Selection of its own officers, executive committee (if any), and other committees, and (where approved by CSA and provided for in the budget) its own staff to assist in performing its functions.

5. To participate jointly and concur formally in the selection of Executive Director.

D. RESPONSIBILITIES: The Community Action Board shall be responsible for:

1. The day-to-day operation, administration, and coordination of the various approved war on poverty programs in order to achieve established goals and objectives.

2. Assuring that all federal requirements as to conformity are met. Where action of the Designating Officials is required in order to achieve conformity, the Community Action Board shall prepare a recommended action for consideration by the Designating Officials.

3. Submitting to the Designating Officials at least quarterly, and more frequently if requested, a progress report on each of the funded programs, outlining how the program is meeting its goals and objectives.

4. Preparation for consideration and approval of the Designating Officials of the funding request for each new program year in accordance with all federal requirements as to timing, procedure, and other matters.

5. Keeping the Designating Officials fully informed of developments within the war on poverty program, either of a legislative or administrative nature which would affect the operation of the program within Yolo County.

E. MEETINGS:

1. The Community Action Board shall meet at least once each month for

the conduct of its regular business. Notification of the time and place of the meeting and a copy of the agenda shall be sent to the Clerk of the Designating Officials no later than five days prior to the date of the meeting. All meetings of the Community Action Board shall be open to the public, except as may be otherwise permitted by law.

2. The official minutes of each meeting of the Community Action Board shall be set to the Clerk of the Designating Officials no later than ten (10) days after the date of each meeting.

3. Quorum requirements for meetings of the Community Action Board shall be at least fifty percent (50%) of the total current membership of the Board. No action of the Community Action Board shall be binding in the absence of the proper quorum. Every effort shall be made to hold meetings of the Community Action Board and its committees at such times as will enable the representatives of the poor to be in attendance.

F. COMMITTEES: All committees of the Community Action Board shall be organized in accordance with federal requirements as to composition.

ITEM IV - PERSONNEL

A. The Executive Director and all other persons employed in the various programs designed to combat poverty shall be employees of the COMMISSION or its delegate agencies as of July 1, 1980.

B. Any increase in personnel of COMMISSION which exceeds the number of personnel authorized by the approved budget shall require prior approval of the Designating Officials.

C. Personnel employed by the COMMISSION, within the limitations of the approved budget, shall only be employed after approval of the Community Action Board upon recommendation of the personnel committee.



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D. All personnel of the Commission shall be paid a salary consistent with the salary schedule of the County of Yolo for the same or similar positions subject to approval of the Regional Office of the CSA in accordance with federal regulations.

ITEM V - FISCAL

A. All funds received for financing the war on poverty programs consisting of both public grants and private donations shall be deposited in a special trust fund in the Yolo County Treasury and no disbursements shall be made therefrom except on a duly issued warrant of the Yolo County Auditor.

B. The Yolo County Auditor shall make lump sum allotments to the COMMISSION for the operation of the various programs in accordance with the approved budgets. Said allotments shall be approved by the Designating Officials, provided such funds have been received from the federal or state government or private donations.

C. The Yolo County Auditor shall prescribe the necessary procedures and controls to assure the accurate accounting for all receipts, encumbrances, expenditures and balances of money by the COMMISSION.

D. The Yolo County Auditor shall audit the books and fiscal records of the COMMISSION once every six months, or more frequently if deemed appropriate, and submit an audit report to the Designating Officials. Such audit shall be an in kind contribution to the COMMISSION.

E. All checks issued by the COMMISSION shall be signed by the Executive Director or designee and the President of the COMMISSION or the Treasurer.

ITEM VI - INVENTORY

A. The Community Action Board shall be responsible for the maintenance and accounting for all property of COMMISSION in which the Federal government

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holds an interest or residual power of disposition. A copy of all inventories shall be filed with the government officials.

B. No inventory acquisition of a fixed assets nature such as cars, trucks, official furniture and equipment, etc., shall be made by COMMISSION without prior approval of the Designating Officials.

ITEM VII - BUDGETS

A. No change of any type shall be made by COMMISSION in any program budget from that approved in the grant application without prior approval of the Designating Officials; provided, however, the County Administrative Officer may approve line item transfers within a major object of any program budget.

B. No expenditure in excess of the approved budget allocation shall be made by COMMISSION without prior approval of the Designating Officials.

ITEM VIII - EXECUTIVE DIRECTOR

A. Subject to the administration direction of the Community Action Board, the Executive Director shall be directly responsible to the Community Action Board and Designating Officials for carrying out and administering the operating functions of the COMMISSION, for submitting written and oral reports to the Community Action Board and Designating Officials, for submitting program recommendations, for preparation and submission of the annual budget, for controlling expenditures consistent with the adopted budget, for the proper accounting and management of COMMISSION finances and properties, for carrying out and enforcing the policies of the Community Action Board and Designating Officials, for acting as liaison between the COMMISSION and the Designating Officials, for the general management of all COMMISSION functions and programs subject to the approval of the Community Action Board and the Designating Officials and to the direction of the president during the interim

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periods between Community Action Board meetings and for the performance of such other duties and responsibilities as the Community Action Board or Designating Officials may from time to time assign to the Executive Director.

B. The incumbent Executive Director of the COMMISSION shall become Executive Director as an employee of the COMMISSION on July 1, 1980, retaining seniority as Executive Director and such sick leave and vacation he/she may have accumulated up to but not exceeding the maximum allowed under COMMISSION employment.

C. The process for selecting a future Executive Director shall include the following steps:

1. The Personnel Committee of the Community Action Board shall serve as a screening panel for applicants to refer candidates to an oral panel.

2. From the candidates referred by the screening panel, an oral panel shall refer the top candidates to the County Administrative Officer and Designating Officials.

3. The oral panel shall consist of five persons of whom one shall be the chairperson of the Community Action Board, one shall be a low income member of the Community Action Board designated by that Board, one shall be a member of the Designating Officials selected by those Officials, and two shall be selected by the Yolo County Personnel Department, but shall not be officers or employees of Yolo County or Commission.

ITEM IX - OTHER

All contracts, insurance policies, rental leases, etc., shall be executed in the name of the Economic Opportunity Commission of Yolo County, Inc.

ITEM X - AMENDMENTS

This agreement may be amended upon recommendation of either party,

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subject to the approval of both parties. Approval of any amendment shall be made in a public meeting of both the Designating Officials and the Community Action Board, and such approval shall be included in the official minutes of the respective meetings.

ITEM XI - TERMINATION

This agreement may be terminated by either party upon presentation to the other party of written notice of intention to terminate at least six months prior to the desired termination date except that termination for failure to comply with Federal rules and regulations can be made with less notice.

ITEM XII EFFECTIVE DATE

The effective date of this agreement shall be July 1, 1980, and as of that date, this agreement shall supersede Yolo County Agreement No. 78-214 and all amendments thereof.

ITEM XIII - TRAVEL

Notwithstanding any other provisions of this agreement, the COMMISSION and its officers and employees shall adhere to the travel policy that the Designating Officials adopt for all employees of the County of Yolo not governed by Memoranda of Understanding. Where such County policy requires review and approval by the Designating Officials or County Administrative Officer for County employees, such review and approval shall be required for the COMMISSION, its officers and employees.

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COUNTY OF YOLO
P.O. BOX 1271
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

Chairman of the Board of Supervisors
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: [illegible]
PETER McMAHEE, CLERK

By [illegible]
Deputy

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation,

By _____
President

By _____
Secretary



OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 127 WOODLAND, CALIFORNIA TEL. NO. [illegible]

AGREEMENT NO. 80-226

JUL 24 1980

PETER McNAMEE, Clerk
By Deborah Lee Ryland
DEPUTY

RIVERBEND SHOPPING PLAZA LEASE

Standard Form of Agreement

PARTIES

1. THIS LEASE, made this 22nd day of July, 1980, between G.W. WILLIAMS CO., a California corporation, LESSOR, and COUNTY OF YOLO, a Political Subdivision of the State of California, LESSEE.

PREMISES

2. WITNESSETH: That LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, those certain premises situated in the City of Broderick, County of Yolo, State of California, and described as follows:

Space #1 consisting of approximately 725 sq.ft. of floor space within the enclosed 13,960 sq.ft. building known as Riverbend Shopping Plaza and more commonly known and designated as 970 Sacramento Avenue.

USE

3. The premises are to be used as County offices and other office uses reasonably related thereto and for no other business or purpose, without the prior written consent of LESSOR.

TERM

4. The term of this Lease shall be for three (3) years and shall commence on the 1st day of July, 1980 and end on the 30th day of June, 1983, inclusive.

RENT

5. Rent shall be paid in lawful money of the United States of America in advance on the first (1st) day of each month at the Office of LESSOR at the following address:

G. W. Williams Co.
195 Glenn Way
Belmont, CA 94002

or at such other place as LESSOR may designate in writing, free from all claims, demands or setoffs against LESSOR of any kind or character whatsoever, as follows:

July 1, 1980 through June 30, 1981: $287.50 per month. (This amount includes the sum of $60.00 to cover the monthly operating cost of utilities and services furnished by LESSOR to the building in which the demised premises are located, to-wit: gas and electricity (for heating and air conditioning, and for exterior building lights), fees for trash disposal, sewer and water charges, security and other common area services for the exterior of said building. All janitorial services for the premises demised to LESSEE shall be provided by LESSEE at LESSEE'S sole cost and expense in accordance with Paragraph C, of Exhibit A, attached hereto and made a part hereof; and, the sum of $10.00 per month, which LESSOR agrees to use for preserving and maintaining all parking areas, planting and caring for landscaping, and maintaining lighting in the parking area.)

July 1, 1981 through June 30, 1982: On July 1, 1981, the monthly rental of $287.50 shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of April 1981 shall have increased over the said Price Index for the month of April 1980, not to exceed a 15% increase.

July 1, 1982 through June 30, 1983: On July 1, 1982, the monthly rental established on July 1, 1981, as set forth hereinabove, shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the aforementioned Price Index for the month of April 1982 shall have increased over the said Price Index for the month of April, 1981, not to exceed a 15% increase.

FFICE
ONSTRUCTION
ADDITIONAL
RENT)

6. Subsequent to the execution of this Lease by both parties, LESSOR shall proceed with all deliberate speed to perform the following improvements in and with respect to the demised premises: Construct two paneled offices approximately 12 ft. square; install wall-to-wall carpeting in a color and quality selected by LESSOR; provide and install window blinds; and, paint all new construction (existing painted walls shall be touched up). As consideration for the construction of these improvements by LESSOR, LESSEE shall pay to LESSOR, monthly, as additional rent hereunder, the sum of $75.00 for a period of 36 months. This payment shall be made concurrently with all other rental payments required to be paid by LESSEE to LESSOR under the provisions of Paragraph 5, hereinabove.

LATE FEES

7. LESSEE covenants and agrees that in addition to the other sums that have become or will become due pursuant to the terms of this Lease, LESSEE will pay to LESSOR a late charge of $25.00 as additional rent for each payment of rent, or part thereof, more than ten (10) days in arrears, and $35.00 as additional rent, for each payment of rent or part thereof more than twenty (20) days in arrears.

TAXES

8. During the term of this Lease, or any extension thereto, or during any holding over period, LESSEE, in addition to all other sums agreed to be paid hereunder shall pay to LESSOR a proportion of all increases in real property taxes assessed against the entire Riverbend Shopping Plaza (Yolo County Assessor's Parcel No. 10-320-23) over and above the real property taxes assessed against the said Riverbend Shopping Plaza for the tax year 1980-81. LESSEE'S proportion of said increased taxes shall be that percentage expressed in this paragraph, to-wit: .95% which is calculated from that proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the entire Riverbend Shopping Plaza. Said proportionate increase which LESSEE is required to pay shall not include penalty, interest or other costs accruing by reason of LESSOR'S failure to pay said taxes when due, and LESSEE agrees to pay the said proportion of said increased taxes within fifteen (15) days after presentation by LESSOR to LESSEE of receipted tax bills or duplicates thereof. Further, LESSEE agrees to pay any and all taxes and assessments levied during any period described in this paragraph upon or against all furniture, fixtures, equipment and other personal property installed or located within the demised premises, or upon or against all alterations, additions or improvements of any nature, if made by LESSEE to the demised premises.

HOLDING OVER

9. Any holding over by LESSEE after the expiration of this Lease or any extension thereto shall be deemed to be a tenancy from month to month under the same terms, covenants and conditions as specified herein, so far as applicable, with the exception of the monthly rent which shall be determined and paid as follows:

If LESSEE does not elect to extend the term of the Lease as specified in Paragraph 11, hereinbelow, and thereby becomes a tenant from month to month, on July 1, 1983, the monthly rental established on July 1, 1982, as set forth in Paragraph 5, hereinabove, shall be adjusted upward for each ensuing month while LESSEE remains a holdover tenant in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of April 1983 shall have increased over the said Price Index for the month of April 1982. If LESSEE elects to extend the term of the Lease as specified in said Paragraph 11, hereinbelow, and holds over after June 30, 1986, as a tenant from month to month, on July 1, 1986 the monthly rental established on July 1, 1985, as set forth in Paragraph 11, hereinbelow, shall be adjusted upward for each ensuing month while LESSEE remains a holdover tenant in the same percentage proportion that the aforementioned Price Index for the month of April 1986 shall have increased over the said Price Index for the month of April 1985.

RESERVATION

10. LESSOR hereby reserves the right for the occupant of the Office at 972 Sacramento Avenue to make use of the lavatory at the rear of the premises leased to LESSEE with access by way of the door on the south side of 972 Sacramento Avenue, but nothing hereincontained shall be construed to relieve or release LESSEE from any of the obligations contained in Paragraph J, of Exhibit A, referred to hereinbelow.

OPTION TO RENEW

11. LESSOR agrees that if LESSEE shall have faithfully performed all of the terms, covenants and conditions on its part to be performed during the original term of this Lease, LESSOR hereby grants to LESSEE the right and option to renew this Lease for a further term of three (3) years commencing July 1, 1983, under the same terms, covenants and conditions except the monthly rent which shall be determined and paid as follows: On July 1, 1983, the monthly rental established on July 1, 1982, as set forth in Paragraph 5, hereinabove, shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of April 1983 shall have increased over the said Price Index for the month of April 1982, not to exceed a 15% increase. Thereafter, on each July 1st throughout the balance of the extended term, the most recently established monthly rent shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index for the previous month of April shall have increased over the said Price Index for the month of April one year antecedent, not to exceed a 15% increase in any one (1) year. Notice of the exercise of the option contained in this paragraph shall be given to LESSEE to LESSOR at least sixty (60) days prior to expiration of the original term, which notice must be in writing, and it is expressly agreed that time is of the essence in the giving of such notice.

RIDER

12. Exhibit A was attached hereto, and made a part hereof and initialed by the parties prior to execution by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSEE:

COUNTY OF YOLO, a political subdivision of the State of California

By: Gayla J. Thompson
Chairman of the Board of Supervisors

ATTEST:
Peter McNamee, Clerk

By: [illegible] DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES P. MACK
COUNTY COUNSEL

By: [illegible]
DEPUTY COUNTY COUNSEL

LESSOR:

G. W. WILLIAMS CO.

By: Scott W. Williams

SCOTT W. WILLIAMS
SECRETARY

EXHIBIT "A"

Attached to and made part of that certain Lease Agreement by and between G.W.WILLIAMS CO., LESSOR, and

COUNTY OF YOLO, LESSEE

Dated:

COVENANTS

A. It is mutually agreed that the letting hereunder is upon and subject to each and all of the terms, covenants and conditions described in the aforementioned Lease and further subject to the following additional terms, covenants and conditions, and LESSEE covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this Lease is made upon the condition of such performance.

SECURITY DEPOSITS

B. Any and all Security Deposits received by LESSOR shall be held by LESSOR as security for the faithful performance by LESSEE of all of the terms, covenants and conditions of this Lease. If at any time during the term of this Lease or any extension thereto, or during any holdover period, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by LESSEE to LESSOR hereunder shall be overdue and unpaid, then LESSOR may, at its option, (but LESSOR shall not be required to) appropriate and apply any portion of said Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of LESSEE to keep and perform all of the terms, covenants and conditions of this Lease, then at its option, the LESSOR may appropriate and apply said entire Security Deposit or as much thereof as may be necessary to compensate LESSOR for all loss or damage sustained or suffered by LESSOR due to such breach on the part of LESSEE. Should the entire Security Deposit or any portion thereof be appropriated and applied by LESSOR for payment of overdue rent or other sum due and payable to LESSOR by LESSEE hereunder, then LESSEE shall, upon written demand of LESSOR, forthwith remit to LESSOR a sufficient amount in cash to restore said Security Deposit to the amount then applicable and LESSEE'S failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should LESSEE comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by LESSEE to LESSOR, the said Security Deposit shall be returned in full to LESSEE at the end of the term of this Lease or upon earlier termination of this Lease under the provisions of Paragraph K, hereof. In no event, however, shall the said Security Deposit be returned to LESSEE until the demised premises are vacated and possession delivered to LESSOR. Any and all security given by LESSEE to secure the faithful performance of all or any of the covenants of this Lease on the part of LESSEE may be transferred by LESSOR and such security may be delivered as such by LESSOR to the purchaser of the reversion, in the event the reversion be sold, and thereupon, LESSOR shall be discharged from any further liability in reference thereto.

UTILITIES

C. In addition to the 2/3 of rents herein reserved, LESSEE agrees to furnish and pay promptly for all gas and electricity supplied to the demised premises. Further, LESSEE shall pay for sewer and water provided by LESSOR which shall be billed to LESSEE by LESSOR, or by LESSOR'S agent. All janitorial services for the premises demised to LESSEE shall be provided by LESSEE at LESSEE'S sole cost and expense.

INSURANCE

D. Prior to the commencement of the term of this Lease, LESSEE shall procure and maintain in full force and effect at all times during the term hereof or any extension hereto, or during any holdover period, bodily injury liability insurance, with limits of not less than $100,000.00 per person and $300,000.00 per occurrence, and property damage insurance with a limit of not less than $25,000.00. All policies shall specifically include as an additional insured, LESSOR, its Directors, Officers, Agents, Representatives and Employees, jointly and severally, while acting in such capacity, and shall insure against all liability for injury or death to any person or persons or damage to property arising during the term of

Lease, and all of said liability insurance shall specifically insure the performance by LESSEE of the indemnity agreement contained in Paragraph L hereinbelow. LESSEE shall upon the commencement of the term of this Lease, deliver to LESSOR the certificate or certificates of an insurance carrier or carriers showing the existence of such insurance, and such certificate or certificates shall contain a provision that the insurance coverage will not be cancelled nor the principal amount thereof reduced, without thirty (30) days prior written notice thereof, to LESSOR, by Registered Mail or personal service. At least thirty (30) days prior to the expiration of any such insurance policy or policies, a certificate or certificates showing that such insurance coverage has been renewed or extended shall be delivered to LESSOR. All of the insurance provided for under this paragraph and all renewals thereof shall be issued by such good, responsible and standard companies and in such form as is approved by LESSOR. Upon the issuance, each such policy or duplicate or certificate thereof shall be delivered to LESSOR for retention by it.

DELIVERY OF POSSESSION

E. In the event of the inability of LESSOR to deliver possession of the premises at the time of the commencement of the term of this Lease, neither LESSOR nor its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event LESSEE shall not be liable for any rent until such time as LESSOR can deliver possession.

NOTICE OF SURRENDER

F. LESSEE shall, at least thirty (30) days before the last day of the term hereof, or any extension thereto, give to LESSOR a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of LESSOR to any holding over by LESSEE.

SURRENDER OF PREMISES

G. LESSEE agrees to surrender the premises at the termination of the tenancy herein created in the same condition as herein agreed they have been received, reasonable use and wear thereof and damage by the Act of God or by the elements excepted. Upon the surrender of the premises, either at the expiration of the term or otherwise, LESSEE agrees to remove all rubbish from the premises, and if not so removed by LESSEE, LESSOR may have the same removed at LESSEE'S expense.

ENTRY AND INSPECTION

H. LESSEE will permit LESSOR and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owner's reversion, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to LESSEE for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit LESSOR at any time within thirty (30) days prior to the expiration of this Lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

USES PROHIBITED

I. The premises shall not be used except for the purposes specified in Paragraph 3 of the Lease Agreement. LESSEE shall, at all times during the term hereof, or any extensions thereto or during any holdover period, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the prior written consent of LESSOR, and LESSEE agrees at all times during the term hereof to continue the operation of LESSEE'S business on the premises ~~and to keep the premises open for business during all of each and every business day~~. LESSEE shall not do or permit anything to be done in or about the premises, or sell, bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted, or promulgated by any public authority, or allow any sales by auction upon the said premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceilings which endanger the structure, or obstruct the sidewalks or passageways in front of, within or adjacent to the premises, or commit, or suffer to be committed, any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises are located, or which may disturb the quiet enjoyment of any person or persons, whether in or out of said building, or which may disturb the quiet enjoyment of the Riverbend Shopping Plaza. Without limiting the

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generality of the foregoing, LESSEE will not commit or create, or suffer to be committed or created, upon the said premises any nuisance due to the emanation of obnoxious odors, gas, noise, smoke or vibration; and no materials, supplies, products or any substance delivered to or from or used in connection with the said premises or the conduct of said business shall be stored or allowed to accumulate on the sidewalks, public passageways and public parking areas, and all loading and unloading of said items shall be done without hinderance or obstruction to other tenants or to the public.

REPAIRS

J. LESSEE has examined and inspected and knows the condition of the premises and every part thereof, and has received same in good order and repair and accepts the same in their present condition. LESSEE, at LESSEE'S sole cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein including plumbing, ~~heating installations, electrical wiring~~ and toilet facilities including the lavatory and water closet, and LESSEE shall be responsible for the proper operating condition of the said lavatory, water faucets, water closet, flushing mechanism and other appurtenances within the demised premises. Any clogging or stoppage of the sewer line or the water closet which occurs within the demised premises shall be corrected and repaired by LESSEE at LESSEE'S sole cost. Further, LESSEE waives the benefits of the provisions of subsection 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of LESSOR provided within Section 1942 of that Code.

LESSEE agrees to replace immediately, at LESSEE'S cost and expense, all plate glass windows and skylights broken or destroyed by accident or act of third parties or by LESSEE'S agents or employees. Lessee shall obtain insurance for glass breakage under the provisions of Paragraph D, above. In the event any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, either voluntarily by LESSEE or under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of LESSEE, and only with the written consent of LESSOR first obtained by LESSEE; and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except removable furniture and trade fixtures shall become part of the realty and be the property of LESSOR, and shall remain upon and be surrendered with the premises. LESSEE, in making any alterations, additions or repairs in or to the said premises, or any part thereof at any time during the term of this Lease shall save the LESSOR harmless from any liability therefor or in connection therewith; and in connection with the making of such alterations, additions or repairs LESSEE shall post such notices of non-responsibility as required by law and which will protect the LESSOR from responsibility for said alterations, additions or repairs, and as well protect said premises from liens for work performed or materials furnished in connection with the said alterations, additions or repairs. In the event that LESSEE employs any person or persons to make said alterations, repairs or additions, in or to said premises or any part thereof, LESSEE shall fully insure all such employees under the terms and as required by the Workmen's Compensation Act and as required by all other laws of the State of California.

LESSEE further agrees that he shall not bring, maintain or keep dogs, cats or other animals upon, in front of, within or adjacent to the demised premises nor permit same by others entering the premises by permission of the LESSEE. Any violation of this provision or failure of performance of the agreements in this paragraph on the part of LESSEE to be kept and performed shall be deemed a material breach of this Lease.

DESTRUCTION OF PREMISES

K. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or Act of God, the premises, during the term, shall be:

(1) Destroyed, this Lease shall cease and terminate.

(2) Damaged in excess of forty (40) percent, this Lease, at the option of LESSEE or LESSOR, to be exercised by notice to ~~LESSEE~~ the other party in writing, shall cease and terminate;

(In the event of either such termination this Lease shall be of no further force or effect, except for rents due or covenants broken, and LESSEE within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

neither LESSEE nor

(3) Damaged to an extent less than forty (40) percent (or in excess of forty ( ) percent and LESSOR shall not exercise its option to terminate this Lease). LESSOR shall repair the premises with due diligence, and this Lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) percent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) percent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) percent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by LESSOR and one by LESSEE. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this Lease, and LESSEE waives the benefit of such provisions.

HOLD HARMLESS

L. The LESSOR shall not be liable to LESSEE or to any other person or persons whomsoever for any injury or death to persons or damage to property occurring in or upon the demised premises or the sidewalks or curbs adjacent thereto from any source or for any reason whatsoever, and without limiting the generality of the foregoing whether caused by water leakage of any character from the roof, sidewalls, or any other portion of the premises or whether caused or occasioned by theft, fire, earthquake, riot, act of war, or the bursting, leaking or overflow of water or waste pipes, tanks, drains, or from electricity, gas or gasoline, oil, chemicals, combustibles and explosion or from any cause whatsoever; the LESSEE agrees to exercise all reasonable and necessary care and diligence in the use of demised premises and all activities conducted thereon and will protect, indemnify and save the LESSOR harmless from any liability to any person or persons for bodily injury or death or for damage to or destruction of property arising in or about the building or said premises or any part thereof, or in or about the sidewalks and curbs adjacent thereto or in and about the entrances to and exits from said premises, whether said liability shall be due to or caused by the act, neglect, fault or omission of any duty with respect to the same by LESSEE or to the act, neglect, fault or omission of any duty with respect to the same by any of LESSEE'S employees, sub-tenants, guests, patrons, visitors, members of the public or any other person.

SUB-SIDEWALK AREA

M. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city and county for the use or occupation of such area shall be borne and paid by LESSEE, in addition to the rental herein reserved. In the event that LESSEE shall be ousted by such city and county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by LESSOR, but this lease shall continue in full force and effect

XCLUSIVE ESERVATIONS

N. LESSOR reserves unto itself the exclusive right to the roof, and to all exterior walls of the premises, and access thereto, and the same are not covered by this Lease, and LESSEE agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside of said walls or on the roof, of the premises, nor on the outside or inside of the glass windows or doors, without the written consent of LESSOR. Any signs so placed on the premises shall be so placed upon the understanding and agreement that LESSEE will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by LESSEE then LESSOR may have same so removed at LESSEE'S expense. Any violation of or non-compliance with this provision shall be deemed a material breach of this Lease.

During the term hereby created and any renewals or extensions thereto, the LESSOR reserves to itself, its successors and assigns, the exclusive right to all of the parking area in the shopping center of which the demised premises is a part, and without limiting the foregoing generality, LESSOR further reserves to itself, its successors and assigns, the exclusive right to all sidewalks, driveways, pedestrian malls, ingress to and egress from sa parking facilities, light standards and all other common areas in the shopping center which are intended for the use and convenience by the general public.

Further, LESSOR reserves to itself, its successors and assigns, the exclusive right to increase or decrease the number of parking stalls, construct buildings or other structures in or upon the said parking area, relocate entrances to and exits from the said parking area, repair, reconstruct or replace sidewalks, driveways, pedestrian malls, common areas, light standards, and generally do any and all of those things in the areas designated in this Paragraph which LESSOR, in its sole discretion deems to be necessary or desirable, and LESSEE hereby expressly consents to the exclusive rights reserved to LESSOR herein and agrees to save LESSOR harmless from damages resulting from LESSEE'S loss in business or decrease in gross receipts arising out of any acts of LESSOR in or upon said parking area and other designated areas, and LESSEE further agrees that the estate granted herein does not pass with it an implied easement, in favor of LESSEE, for parking for the general public or for access to LESSEE'S business, or an implied easement of exposure of LESSEE'S demised premises to the parking area or public roads, or an implied easement of any nature in said parking area and other areas designated herein.

All of said areas and rights exclusively reserved unto LESSOR in this Paragraph shall also be subject to all prior rights and easements of the County and State wherein said areas are situated, and shall also be subject to all rules, regulations, ordinances and laws which may hereafter be enacted by the County, State or Federal Government or any Agency thereof; and any tax, rental surcharge, or other imposition assessed or placed upon LESSOR by any of the said governmental authorities in connection with the said areas or the use thereof shall be borne ratably and paid by LESSEE in addition to the rental herein reserved. LESSEE'S ratable share of any such tax, rental,surcharge or other imposition shall be determined by the same proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the Riverbend Shopping Plaza.

PARKING SPACE SURCHARGES

O. In the event a charge, surcharge, tax, levy or imposition of any nature, hereinafter referred to as "imposition", is imposed upon the LESSOR by the United States Government or any agency thereof, the State of California, its agencies or political sub-divisions, for the use of vehicular parking spaces used in connection with the demised premises or parking spaces assigned to LESSEE for LESSEE'S exclusive or non-exclusive use, then in that event, LESSEE agrees to reimburse LESSOR, as additional rent hereunder, the full amount of any such imposition which LESSOR is required to pay. Said reimbursements shall be paid on the next rental due date after notification by LESSOR to LESSEE of the amount of the said imposition.

DEFAULT AND RE-ENTRY, REMOVAL OF PROPERTY, AND WAIVER OF DAMAGES

P. LESSEE agrees that should LESSEE fail to pay any part of the rental herein reserved or any other sum required by LESSEE to be paid to LESSOR, or should LESSEE default in the performance of any other covenant or conditions on LESSEE'S part herein contained to be kept and performed, LESSOR shall have the right to (1) terminate this lease and LESSEE'S right to possession of the demised premises, in which event, upon such termination, LESSOR shall

have the right to recover from the LESSEE (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination, plus interest at the rate of ten (10) percent per annum; (b) the worth at the time of award of the amount by which the unpaid rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided; plus interest at the rate of ten (10) percent per annum; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided; and (d) any other amount necessary to compensate the LESSOR for all the detriment proximately caused by the LESSEE'S failure to perform LESSEE'S obligations under this lease or which in the ordinary course of things would be likely to result therefrom; or (2) have this lease continue in effect for so long as the LESSOR does not terminate this lease and the LESSEE'S right to possession of the demised premises, in which event the LESSOR shall have the right to enforce all of LESSOR'S rights and remedies under this lease, including the right to recover the rent as it becomes due under this lease. The foregoing remedies of LESSOR shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or as allowed elsewhere in this lease.

~~LESSEE hereby irrevocably appoints LESSOR as agent, and attorney in fact of~~ LESSEE, to enter upon the premises in the event of default by LESSEE in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by LESSEE, and to remove or sell any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of LESSEE. In the event that LESSEE shall not remedy a default in the payment of any rent herein reserved or remedy a default in the performance of any term, covenant or condition herein contained to be kept and performed by LESSEE, or if LESSEE shall fail to pay the cost of removal and storage of all such property, LESSOR may sell any or all of such property, at public sale, after storing same for 30 days, in such manner and at such times and places as LESSOR at its sole discretion may deem proper, without notice to LESSEE or any demand upon LESSEE for the payment of any part of such charges or the removal of any such property, and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the LESSOR from LESSEE under any of the terms hereof, and fourth, the balance, if any, to LESSEE.

LESSEE hereby waives all claim for damages that may be caused by LESSOR'S re-entering and taking possession of the premises or removing and storing furniture and property, as herein provided, and shall save LESSOR harmless from loss, costs, or damages occasioned LESSOR thereby, and no such re-entry shall be considered or construed to be a forcible entry as the same is ~~defined in the Code of Civil Procedure of the State of California.~~

CONDEMNATION

Q. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation, but in such event LESSOR shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all of the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder this Lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned all compensation awarded upon such condemnation or taking shall go to the LESSOR and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or for any inherent bonus or other value of the Lease itself or any interest in Real Property said Lease creates. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term by reason of the condemnation of all or a part of the demised premises.

ON-WAIVER OF BREACH

R. LESSOR'S failure to take advantage of any default or breach of covenant on the part of LESSEE shall not be nor be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or to lessen the right of LESSOR to insist upon the performance by LESSEE of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

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S. In case LESSOR shall bring suit to recover any rent due hereunder or for breach of any covenant of this lease, or to recover possession of the premises, and shall recover in the suit, or if LESSEE shall bring any action for any relief against LESSOR declaratory or otherwise, arising out of this lease, and LESSOR shall prevail in such action, LESSEE agrees to pay LESSOR a reasonable attorney's fee which shall be taxed by the court as part of the costs of such action.

NOTICES

T. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid, and addressed to LESSOR at its office and to LESSEE at the premises, whether or not LESSEE has departed from, abandoned or vacated the premises.

ASSIGNMENT & SUBLETTING

U. LESSEE may assign this Lease or an interest therein or may also sublet the whole of said premises for the use permitted hereby to an assignee or sublessee, as the case may be, of good moral character and of sound financial responsibility provided the written consent of LESSOR to any such assignment or subletting is first obtained by LESSEE. If, during the term of this Lease, LESSEE requests the written consent of LESSOR to any such assignment or subletting, LESSOR'S consent thereto shall not be unreasonably withheld. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting and any such subsequent assignment or subletting without LESSOR'S consent, which shall not be unreasonably withheld, shall be void and shall at LESSOR'S option terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to LESSEE'S interest by operation of law without the written consent of LESSOR, which consent shall not be unreasonably withheld.

TERMS DEFINED

V. The words "LESSOR" and "LESSEE" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one LESSOR or LESSEE the obligations hereunder imposed upon LESSOR or LESSEE shall be joint and several.

ENTIRE AGREEMENT

W. This lease sets forth all of the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings either oral or written, between LESSOR and LESSEE other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them.

SUBORDINATION OF LEASE

X. LESSEE agrees that this Lease and all rights hereunder is subordinate to the lien of any existing or future mortgage, Deed of Trust, or other voluntary hypothecation arising out of any security instrument duly executed by LESSOR and charged against the land, the demised premises, and the building or any portions thereof which the demised premises are a part.

HEIRS

Y. Subject to the provisions hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties.

TIME

Z. Time is of the essence of this Lease.

INITIAL

STANDARD AGREEMENT — STATE OF CALIFORNIA — DGS 2 REV 9/75

BK

APPROVED BY THE ATTORNEY GENERAL

AGREEMENT NO. 80-227

COPY

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GENERAL SERVICES
- ☐ CONTROLLER

THIS AGREEMENT, made and entered into this 15 day of May, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| TITLE OF OFFICER ACTING FOR STATE | AGENCY | NUMBER |
|---|---|---|
| Chief, Program Support Branch | Department of Health Services | 80-64049 |

hereafter called the State, and

County of Yolo (Health Department)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall:

A. Operate a program offering public health nursing services to individuals age 60 years and over, in senior citizen facilities and centers.

B. Offer such services in various areas of Yolo County which are convenient to older persons who may benefit from the services offered.

Submit to the State Department of Health Services on a quarterly basis evaluations of accomplishments and statistical reports and submit a final report prepared according to format and guidelines to be supplied by the State.

D. Send at least two key staff members, who are closely involved in this program, to an annual meeting of such programs, should such a meeting be called by the State.

FILED
NOV - 7 1980
PETER McNAMEE, Clerk
By [illegible] DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| AGENCY: Department of Health Services | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo |
| BY (AUTHORIZED SIGNATURE): Ron Newman | BY (AUTHORIZED SIGNATURE): Sylvia J. Thompson |
| TITLE: Ron Newman, Chief, Contract Management Section, for Chief, Program Support Branch | TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA |
| (CONTINUED ON 1 SHEETS EACH BEARING NAME OF CONTRACTOR) | ADDRESS: 10 Cottonwood Street, Woodland, CA 95695 |

Department of General Services Use ONLY

PERV | BALTRY | PURCH

Department of General Services
APPROVED
OCT 17 1980
BY
Asst. Chief Counsel

| AMOUNT ENCUMBERED | APPROPRIATION | | FUND |
|---|---|---|---|
| $ 29,751 | Local Assistance | | General |
| UNENCUMBERED BALANCE | ITEM | CHAPTER | STATUTES | FISCAL YEAR |
| $ | 292(b) | | 1980 | 1980/81 |
| ADJ. INCREASING ENCUMBRANCE | FUNCTION: "Funding subject to approval of the Budget Act of 1980" | | | |
| $ | | | | |
| ADJ. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT | | | |
| $ | 7280-5101- -A20104 | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1500 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY | DATE

From Dept. of Finance approval

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

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OCT 7 1980
CHIEF COUNSEL
Department of General Services

2. The period of this contract shall be July 1, 1980 through June 30, 1981.

3. The attached Exhibit A(F), entitled Additional Provisions, is made a part hereof by this reference.

4. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse Contractor not more frequently than quarterly, in arrears, upon submission of an invoice in triplicate stating the time period covered and contract number for actual expenditures in accordance with the budget (attached hereto, and shown as Exhibit B). The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any individual line item shall not exceed $2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess item(s) and provided further that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 5 of this agreement.

5. The total amount payable by the State to the Contractor under this contract shall not exceed $29,751.

6. Budget: See attached Exhibit B. Amounts reimbursable under this contract are designated "State Share". The Contractor shall expend matching funds for this program (in the form of cash, facilities or services), as set forth in Exhibit B, at least equal to the state share reimbursable under this contract.

7. Invoices, reports and other communications from the Contractor shall be sent to Chronic Disease Control Section, Department of Health Services, 714 P Street, Sacramento, California 95814.

8. This contract may be cancelled by either party upon 30 days written notice to the other party.

9. The attached Exhibit C entitled "Prior to July 1, 1980 language", consisting of one page is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1980.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

# ADDITIONAL PROVISIONS
# (FOR FEDERALLY FUNDED SUBVENTION AID/LOCAL ASSISTANCE COST REIMBURSEMENT CONTRACTS)

(1) Equal Opportunity Clause

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State, setting forth the provisions of the Equal Opportunity clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Federal or State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs A through G in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diems shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State or Federal Funds

A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.

2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)

a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1.

b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.

c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

3. (Applicable only if State furnishes nonexpendable property to Contractor.)

a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.

b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

4. a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) – B, below are applicable to this paragraph concerning motor vehicles.

b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.

c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.

d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.

e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.

f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than $100,000 per person, $300,000 for one occurrence and property damage limits of not less than $50,000 per occurrence.

The certificate of insurance will provide:

1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.

2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

3) That the State will not be responsible for any premiums on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from the contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.

C. 1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

2. State property shall be used only for the performance of this contract.

3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.

4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.

D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A – 1 as stated in Paragraph A,2, above.

(7) Invoices and Income Restrictions

A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.

B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives, including the Comptroller General of the United States.

C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.

D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

"*(Name of Vendor or Subcontractor)* agrees to maintain and preserve, until four years after termination of *(Contractor's name)* agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, inincluding the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of *(Name of Subcontractor or vendor)* related to this *(purchase order or subcontract)*."

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.

B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.

C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice – Final Report – Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed $3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Rights In Data

A. *Subject Data.* As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. *Federal Government and State Rights.* Subject only to the provisions of (C) below, the Federal Government and State may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.

C. *License to Copyrighted Data.* In addition to the Federal Government and State rights as provided in (B) above, with respect to any subject data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner and for any purpose whatsoever, and to have or permit others to do so. *Provided, however,* that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

D. *Relation to Patents.* Nothing contained in this clause shall imply a license to the Federal Government and State under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government or State under any patent.

E. *Marking and Identification.* The Contractor shall mark all Subject Data with the number of this contract and the name and address of the contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Federal Government or State shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

F. *Subcontractor Data.* Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State's rights in that subcontractor Subject Data

G. *Deferred Ordering and Delivery of Data.* The Federal Government or State shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Federal Government's or State's right to such data delivered pursuant to this paragraph (G) shall be the same as the rights in Subject Data as provided in (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph (G), payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

(19) Disabled Veterans and Veterans of the Vietnam Era

A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (D) and (E).

C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

D. The reports required by paragraph (B) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Federal Contracting Officer, the State, or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

E. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

F. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

G. The provisions of paragraphs (B), (C), (D), and (E) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

H. As used in this clause:

1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics, supervisory and nonsupervisory; technical, and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such stiuations where the needs of the Federal Government cannot reasonably be otherwise supplied, where lising would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Federal Government.

2. "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

3. "Openings which the Contractor proposes to fill from within his own organization" means employmen. openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

4. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

I. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

J. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.

K. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the Contracting Officers or State. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

L. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

M. The Contractor will include the provisions of this clause in every subcontract or purchase order to $10,000 or more unless exempted by rules, regulations, or orders of the Federal Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(20) Clean Air and Water

(Applicable only if the contract exceeds $100,000, or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

A. The Contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L., 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L., 92-500), respectively, relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

4. To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

B. The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

(21) Utilization of Small Business Concerns

A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.

B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(22) Utilization of Minority Business Enterprises

A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.

B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations of subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(23) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(24) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

# EXHIBIT A 1

## Equipment Purchased With State Funds

Contract No.: _____ Date Contract Expires: _____

Contractor's Name: _____ Equipment Allotment: $_____

Address: _____

Telephone: _____ Area Code: ___ - ___ - ____

Contact Person: _____ Date of this Report: _____

*Instructions: List each item of equipment having a unit value of $150 or more and a life expectancy of two years or more.*

| State I.D. Tag No. | Quantity | Description (Including Mfg., Model, Type, Size and/or Capacity) | Serial No. | Unit Cost | Date Rec'd. |
|---|---|---|---|---|---|
| | | | | | |

*See Instructions On Reverse*

## INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health Services, Business Services Section, 744 P Street, Room 360, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information – Tele: (916) 445-3107

Upon receipt of the report listing equipment that has been acquired, the Department of Health Services will forward to you identification decals which are to be affixed to the equipment by you.

### IDENTIFICATION OF NONEXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

| | |
|---|---|
| Tables, desks, and similar articles | Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top. |
| Chairs | Place tag at center of the rear edge of the seat. |
| One piece files or cabinets | Place tag on the upper left-hand corner of the front of the frame. |
| Upholstered furniture | Place tag on the side of an exposed leg. |

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

BUDGET

Exhibit B

County of Yolo
Preventive Health Care for the Aging
July 1, 1980 - June 30, 1981

| Item | County Share | State Share | Total |
|---|---|---|---|
| Personnel | | | |
| 1.25 Public Health Nurse II($1675 mo.) | $ 15,075 | $ 10,050 | $25,125 |
| 1.0 Community Health Worker (P.H.Aide)($1053 mo.) | | 12,636 | 12,636 |
| .05 Director of Public Health Nursing | 1,350 | | 1,350 |
| .33 Health Educator | 8,095 | | 8,095 |
| Staff Benefits at 24% | 5,885 | 5,445 | 11,330 |
| TOTAL PERSONNEL COSTS | 30,405 | 28,131 | 58,536 |
| Operating Expenses | | | |
| General Expense | $ 200 | $ 500 | $ 700 |
| Communications | 120 | 120 | 240 |
| Travel | 400 | 600 | 1,000 |
| Equipment | 100 | | 100 |
| Staff Training (consult and fees) | | 400 | 400 |
| TOTAL OPERATING EXPENSES | 820 | 1,620 | 2,440 |
| TOTAL BUDGET | 31,225 | 29,751 | 60,976 |

Exhibit No.: C

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1980 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1980 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1980.

(2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1980, for the fiscal year 1980–81 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Budget Act of 1980 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

YOLO COUNTY AGREEMENT NO. 80-228

Agreement No. 72-00558V
Amendment No. 4

# AMENDMENT TO AGREEMENT

THIS AMENDMENT is made this 29th day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor").

## RECITALS:

1. The parties have previously entered into an agreement for the Contractor to provide to County general chest clinic patient care by a duly licensed physician or physicians, from the pulmonary disease section of the University of California, Davis, School of Medicine for a total of ten (10) physician hours each and every month during the period July 1, 1974, through June 30, 1975. For and in consideration of such service County agreed to pay to Contractor the sum of Two Hundred and Fifty Dollars ($250.00) per month.
2. Said agreement was subsequently amended to extend its term through June 30, 1976, June 30, 1978, and June 30, 1980.
3. The parties now desire to extend said agreement for an additional term of two (2) years commencing July 1, 1980.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 5 of said agreement shall be amended to read as follows:

"The term of this agreement shall commence on July 1, 1974, and shall terminate June 30, 1982, unless sooner terminated by either party upon thirty (30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, and addressed to either party, respectively, as follows:

TO THE COUNTY OF YOLO: Public Health Director
Yolo County Health Department
10 Cottonwood
Woodland, California 95695

FILED

JUL 31 1980

PETER McNAMEE, Clerk
By Debra Conley-Packard
DEPUTY

TO THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Business and Finance Office
University of California
Davis, California 95616

2. Paragraph 2 of said agreement shall be amended to read as follows:

"For and in consideration of such service, County shall pay to Contractor the sum of Three Hundred and Thirty-three Dollars and Thirty-three cents ($333.33) per month by check made payable to The Regents of the University of California and mailed to The School of Medicine Business Office, University of California, Davis, California 95616."

3. All other terms and conditions of said agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, COUNTY CLERK

BY _____ Deputy

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By _____
Vice Chancellor--Business and Finance

BK.

FILED

JUL 31 1980

PETER McNAMEE, Clerk
By Rachel Nicholas
DEPUTY

AGREEMENT NO. 80-229

THIS AGREEMENT, dated for convenience this 29th day of July, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and Dennis Kay, dba School Ways (hereinafter referred to as ("CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to obtain transportation services in connection with the operation of a summer youth employment program under the Comprehensive Employment and Training Act, which services are more particularly described in the work schedule appended as Exhibit No. 1 to this contract.

2. CONTRACTOR desires to provide such services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services described in the work schedule appended hereto as Exhibit No. 1, which schedule is incorporated herein by this reference.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to perform the services required in this agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this agreement in the manner and according to the standards observed by a competent provider of the business in which CONTRACTOR is engaged.

4. PERSONNEL. CONTRACTOR shall assign only competent bus drivers with good

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8172

driving records to perform services pursuant to this agreement. In the event that COUNTY, in its sole discretion at any time during the term of this agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE.

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

B. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a

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WOODLAND, CA 95695
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party indemnified hereunder.

7. INSURANCE. CONTRACTOR, at its own expense, shall maintain on all operations conducted pursuant to this agreement, insurance by companies authorized to do business in this state by the Insurance Commissioner of the State of California as follows:

A. Workers' Compensation Insurance.

B. General liability insurance and automobile liability insurance with policy limits of not less than $1 million per occurrence for bodily injury and property damage combined. Such policy or policies shall specify as additional insureds, COUNTY, its directors, officers, and employees, and shall include coverage for the following:

1. Any vehicle used to provide services under this agreement.

2. Comprehensive general liability.

3. Property damage.

4. Personal injury.

5. Such policy or policies shall be endorsed to stipulate that the insurance afforded for COUNTY, its directors, officers and employees shall be primary insurance and that any insurance carried by COUNTY, its directors, officers or employees shall be excess and not contributory insurance.

C. CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing that all the foregoing insurance is in force and will not be cancelled without thirty (30) days' prior written notice to COUNTY. Termination or cancellation of any or all of said policy or policies of insurance shall constitute a material breach of this agreement by CONTRACTOR and grounds for immediate termination by COUNTY of this agreement.

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EL. NO. (916) 666-8211

8. TERMINATION. COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

9. RECORDS. CONTRACTOR shall maintain complete and accurate accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection and audit by authorized representatives of COUNTY and/or the Department of Labor at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

10. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

11. TIME. Time is of the essence of this Agreement.

12. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no

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WOODLAND, CA 95695
TEL NO.: (916) 666-8211

oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. LAWS.

A. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract

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or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

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TEL. NO.: (916) 666-8211

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. COMPENSATION. The consideration to be paid CONTRACTOR, as provided in Exhibit No. 1, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

15. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum specified in Exhibit No. 1. CONTRACTOR shall submit invoices bi-weekly to the Yolo County Manpower Division.

17. DISPUTES.

A. When CONTRACTOR and COUNTY fail to agree as to whether any work is within the scope of this agreement, CONTRACTOR shall nevertheless immediately perform such work upon receipt from COUNTY of a written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to COUNTY, specifying in detail in what particulars the

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agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that COUNTY will have notice of a potential claim which may be filed by CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price and agreement time due to such work, and CONTRACTOR thereafter shall not be entitled to any adjustment of agreement price or time therefor. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price or time, the extent of such adjustments shall be determined by the Regional Director of the Department of Labor, or his or her designee, which determination shall be final and binding on the parties.

18. COVENANT AGAINST CONTINGENT FEES. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breach or violation of this warranty, COUNTY shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. TERM. The term of this contract shall be as specified in Exhibit No. 1, except that it shall not be effective until prior written approval is obtained from the Department of Labor.

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WOODLAND, CA 95695
TEL. NO. (916) 666-8275

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated: JUL 29 1980

COUNTY OF YOLO, a political subdivision of the State of California,

BY Gurgler J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Bobbie Mizuhara
DEPUTY

(SEAL)

DENNIS KAY, dba School Ways

BY Dennis Kay
Dennis Kay

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Bruce M. Kratcoski
DEPUTY COUNTY COUNSEL

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 167
WOODLAND, CALIFORNIA
TEL. NO. (916) 666-8172

EXHIBIT NO. 1

CONTRACTOR shall provide daily transportation for summer youth participants from the Washington Childrens' Center, the Broderick Community School, and the Broderick Office of Project Move to the University of California Davis Medical Center on Stockton Boulevard, Sacramento, California, and return the participants to their respective pick-up points at the conclusion of the work day. The pick-up times shall be as follows:

1. Washington Childrens' Center - 7:55 a.m.

2. Broderick Community School - 8:05 a.m.

3. Project Move Office (Broderick) - 8:20 a.m.

a. Pick-up for return of the participants from the Medical Center shall be at 3:15 p.m.

b. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a bus with the capacity for sixty (60) passengers at three (3) per seat, or forty (40) passengers at two (2) per seat. All buses provided by CONTRACTOR shall meet all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol.

c. In providing the above-specified service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records.

d. COUNTY shall notify CONTRACTOR of those days when participants will not require transportation to and from their job site.

e. Compensation shall be at the rate of One Hundred Dollars ($100.00) per day of participant transportation. It is estimated that COUNTY shall need transportation services from CONTRACTOR for a total of fifty-four (54) days between June 16, 1980, and August 29, 1980.

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f. The term of this contract shall be from June 16, 1980, to August 29, 1980.

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

FILED

JUL 31 1980

PETER McNAMEE, Clerk
By Bobbie Mapelano
DEPUTY

AGREEMENT NO. 80-280

THIS AGREEMENT, dated for convenience this 29th day of July, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and Dennis Kay, dba School Ways (hereinafter referred to as ("CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to obtain transportation services in connection with the operation of a summer youth employment program under the Comprehensive Employment and Training Act, which services are more particularly described in the work schedule appended as Exhibit No. 1 to this contract.

2. CONTRACTOR desires to provide such services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services described in the work schedule appended hereto as Exhibit No. 1, which schedule is incorporated herein by this reference.

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to perform the services required in this agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this agreement in the manner and according to the standards observed by a competent provider of the business in which CONTRACTOR is engaged.

4. PERSONNEL. CONTRACTOR shall assign only competent bus drivers with good

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COUNTY OF YOLO

driving records to perform services pursuant to this agreement. In the event that COUNTY, in its sole discretion at any time during the term of this agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE.

A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

B. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, including payment of attorneys' fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by a

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WOODLAND, CA 95695
TEL. NO. (916) 666-8211

party indemnified hereunder.

7. INSURANCE. CONTRACTOR, at its own expense, shall maintain on all operations conducted pursuant to this agreement, insurance by companies authorized to do business in this state by the Insurance Commissioner of the State of California as follows:

A. Workers' Compensation Insurance.

B. General liability insurance and automobile liability insurance with policy limits of not less than $1 million per occurrence for bodily injury and property damage combined. Such policy or policies shall specify as additional insureds, COUNTY, its directors, officers, and employees, and shall include coverage for the following:

1. Any vehicle used to provide services under this agreement.

2. Comprehensive general liability.

3. Property damage.

4. Personal injury.

5. Such policy or policies shall be endorsed to stipulate that the insurance afforded for COUNTY, its directors, officers and employees shall be primary insurance and that any insurance carried by COUNTY, its directors, officers or employees shall be excess and not contributory insurance.

C. CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing that all the foregoing insurance is in force and will not be cancelled without thirty (30) days' prior written notice to COUNTY. Termination or cancellation of any or all of said policy or policies of insurance shall constitute a material breach of this agreement by CONTRACTOR and grounds for immediate termination by COUNTY of this agreement.

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8. TERMINATION. COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days' written notice to CONTRACTOR. COUNTY shall also have the right to terminate this Agreement immediately for failure of CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

9. RECORDS. CONTRACTOR shall maintain complete and accurate accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection and audit by authorized representatives of COUNTY and/or the Department of Labor at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

10. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

11. TIME. Time is of the essence of this Agreement.

12. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no

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oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. LAWS.

A. CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract

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or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representaive of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or

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orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. COMPENSATION. The consideration to be paid CONTRACTOR, as provided in Exhibit No. 1, shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

15. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum specified in Exhibit No. 1. CONTRACTOR shall submit invoices bi-weekly to the Yolo County Manpower Division.

17. DISPUTES.

A. When CONTRACTOR and COUNTY fail to agree as to whether any work is within the scope of this agreement, CONTRACTOR shall nevertheless immediately perform such work upon receipt from COUNTY of a written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to COUNTY, specifying in detail in what particulars the

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agreement requirements were exceeded, and the approximate change in cost resulting therefrom so that COUNTY will have notice of a potential claim which may be filed by CONTRACTOR.

B. Failure to submit such protest within the period specified shall constitute a waiver of any and all right to adjustment of agreement price and agreement time due to such work, and CONTRACTOR thereafter shall not be entitled to any adjustment of agreement price or time therefor. For any such work which is found to exceed the agreement requirements, there shall be an equitable adjustment in agreement price and agreement time, and such adjustment shall be evidenced by an amendment to this agreement.

C. If the parties cannot agree upon an equitable adjustment of contract price or time, the extent of such adjustments shall be determined by the Regional Director of the Department of Labor, or his or her designee, which determination shall be final and binding on the parties.

18. COVENANT AGAINST CONTINGENT FEES. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit commission, percentage, brokerage, or contingent fee, excepting bona fide employees of CONTRACTOR. For breach or violation of this warranty, COUNTY shall have the right to terminate this agreement in accordance with the termination clause and, in its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. TERM. The term of this contract shall be as specified in Exhibit No. 1, except that it shall not be effective until prior written approval is obtained from the Department of Labor.

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IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated: JUL 29 1980

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
CHAIRWOMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Bette Mayhara
DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Bruce M. Woodhead
DEPUTY COUNTY COUNSEL

DENNIS KAY, dba School Up

BY
Dennis Kay

EXHIBIT NO. 1

CONTRACTOR shall provide daily transportation for summer youth participants from Golden State Junior High School, Elkhorn Village School and Project Move (Broderick) to the University of California at Davis, Davis, California, and return the participants to their respective pick-up points at the conclusion of the work day. The pick-up times shall be as follows:

1. Golden State Junior High School - 7:50 a.m.

2. Elkhorn Village School - 8:00 a.m.

3. Project Move Office (Broderick) - 8:15 a.m.

a. Pick-up for return of the participants from the University of California, Davis shall be at 3:20 p.m.

b. For the transportation specified in the preceding paragraph, CONTRACTOR shall use a bus with the capacity for sixty (60) passengers at three (3) per seat, or forty (40) passengers at two (2) per seat. All buses provided by CONTRACTOR shall meet all applicable safety and other standards for the above use, particularly those standards set by the California Highway Patrol.

c. In providing the above-specified service, CONTRACTOR must employ fully qualified and licensed bus drivers with good driving records.

d. COUNTY shall notify CONTRACTOR of those days when participants will not require transportation to and from their job site.

e. Compensation shall be at the rate of One Hundred and Five Dollars ($105.00) per day of participant transportation. It is estimated that COUNTY shall need transportation services from CONTRACTOR for a total of fifty-four (54) days between June 16, 1980, and August 29, 1980.

f. The term of this contract shall be from June 16, 1980, to August 29, 1980.

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